

AGREEMENT No. 2-81

Yolo County
Agreement No. 81-334

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 30th day of June, 1981
at Woodland, California, by and between the 40th
District Agricultural Association, a State institution, hereinafter called the LESSOR, and
Sheriff's Dept., County of Yolo, hereinafter called the LESSEE.

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of //////, County of Yolo, State of California, described as: Security Bldg., located on the grounds of the 40th District Agricultural Association.

"Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the lessee may be subject to the payment of property taxes levied on such interest."

for the term of 12 months commencing on the 1st day of July
1981 and ending on the 30th day of June 1982, with the right of termination

as hereinafter set forth, at the total rental of EIGHTEEN HUNDRED (\$1,800.00) DOLLARS payable to the LESSOR
 LUMP SUM PAYMENT
 in lawful money of the United States, ~~XXXXXXXXXX~~ of \$ 1,800.00 in advance, ~~xxxx~~ !!!!

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from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 40th District Agricultural Association at Woodland, California, on or before the 11/11 day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for_____

None.

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, CA. 95695

and to the LESSOR at _____

P.O. Bx 826, Woodland, CA. 95695

The agreement which the parties shall or may be mailed as aforesaid to either party shall be deemed to be a written notice given by the party to the other, as hereinbefore provided, but nothing herein contained shall exclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 941 of the Civil Code, which reads as follows:

"1941. Obligations of Lessee. The Lessee of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessee, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR for reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. .1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1420, which Lessee has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and whatsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By Ramesh Chandra

Secretary-Manager

TITLE

By _____

TITLE

County of Yolo

LESSEE

By Robert M. Clark

Chairman, Board of Supervisors

TITLE

Sheriff's Dept., County of Yolo

La Elvithus

SHOW COPIES AS TO FORM:
Charles R. Mack, County Counsel

C. 1431-1432 Initialed by both
Senior County Counsel

Memorandum for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fair and Equal Housing.

2. Department of Finance approval is required on all those copies of the period is for longer than one month.

3. Submit all those copies of the lease agreement of Department of Finance approval is not required.

4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the parties.

* See Labor Code Sections 1411-1432.5 for further details.

MEMORANDUM

40th District Agricultural Association
Yolo County Fairgrounds

TO: ATTN: Margaret.

DATE: March 15, 1982

SUBJECT: Agreement on Security Bldg. at Fair Grounds
for the Sheriff's Department.

BOARD OF SUPERVISORS

725 Court Street - Room 104
Woodland, CA 95695
(916) 666-8407

Attached is the original and two duplicate copies of Yolo Agreement No. 81-334 for you to have the 40th District Agricultural Association to execute the agreement. Please return one executed copy of the Agreement to the Clerk of the Board of Supervisors, 725 Court Street, Room 104 Yolo County Courthouse, Woodland, California. 95695

PETE E. LUCAS, Clerk of the
Board of Supervisors

BY Pete E. Lucas

Deputy

FILED

DEC 23 1981

PETE E. LUGGS, Clerk of the
BOARD OF SUPERVISORS
DEPUTY

AGREEMENT NO. 81-335

(Agreement Regarding Energy Consultant)

THIS AGREEMENT, dated for convenience this 22nd day of
December, 1981, in the State of California, by and between
the COUNTY OF YOLO, a political subdivision (hereinafter referred
to as "COUNTY"), and ADM ASSOCIATES, INC., a corporation (herein-
after referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. On January 15, 1980, COUNTY and CONTRACTOR entered Yolo County Agreement No. 80-55, providing for the development by CONTRACTOR of an Energy Section for the conservation element of the Yolo County General Plan. COUNTY and CONTRACTOR also entered into Yolo County Agreements No. 81-18 and 81-154 providing for additional services.
2. CONTRACTOR has successfully completed the performance of all tasks required by Agreement No. 80-55, Agreement No. 81-18, and Agreement No. 81-154.
3. COUNTY now desires to retain the further services of CONTRACTOR, as specified hereinbelow, for the purpose of attending meetings and hearings to explain the draft energy element prepared by CONTRACTOR pursuant to Agreement No. 80-55. Because CONTRACTOR prepared said draft element, and because the purpose of this agreement is to employ CONTRACTOR'S services to assist the County staff in explaining the contents of said element to the public and the Yolo County Board of Supervisors,

1 CONTRACTOR is uniquely qualified to perform these services.

2 4. CONTRACTOR represents that it is willing and able to perform
3 these services pursuant to the terms and conditions set forth
4 herein.

5 AGREEMENTS:

6 1. Work. CONTRACTOR, in and for consideration of the covenants,
7 conditions, agreements and stipulations set forth herein, does
8 hereby agree to furnish to COUNTY the services and materials
9 described herein, including, but not limited to, the following:

10 A. CONTRACTOR shall assign Mr. Patrick McCarthy for the
11 purpose of attending certain formal public hearings
12 before the Yolo County Board of Supervisors, to
13 function as an energy expert available to answer
14 specific questions relating to how certain conclusions
15 were reached in the draft energy element prepared by
16 CONTRACTOR.

17 B. CONTRACTOR shall provide these services on request of
18 COUNTY.

19 C. Prior to attendance at the above-referenced meetings
20 and hearings, CONTRACTOR shall do such preparation and
21 prepare such documents as are necessary to make
22 accurate and informational presentations as requested
23 by County staff, and to respond to such questions as
24 may be submitted by the audience at such hearings.

25 2. Compensation. The compensation to be paid by CONTRACTOR for
26 such work shall be on a time and materials basis, but in no event

1 to exceed the total sum of TWO-THOUSAND (\$2,000.00) DOLLARS, with
2 the following hourly rates paid for the following services:

- 3 A. Principal Staff, including Patrick McCarthy \$50.00/hr
4 B. Clerical Support \$13.00/hr
5 C. Travel Expense \$.21/mi
6 D. Reproduction Expenses \$.05/copy

7 3. Personnel. CONTRACTOR shall assign only Patrick McCarthy to
8 perform the services pursuant to this agreement. Assignment of
9 principal staff other than Mr. McCarthy shall require the prior
10 written consent of the County of Yolo first had and obtained.
11 Patrick McCarthy shall retain the right to attend the referenced
12 meetings and hearings alone or with such additional staff of
13 CONTRACTOR as is necessary for a full presentation in the
14 judgment of Mr. McCarthy; provided, however, that Mr. McCarthy
15 shall be the principal representative of CONTRACTOR at meetings.

16 4. Additional Provisions. With the exception of the agreements
17 specifically referenced hereinabove, CONTRACTOR and COUNTY agree
18 that this agreement shall include all conditions, covenants,
19 agreements and stipulations as set forth in Agreement No. 80-55,
20 Paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15-C.

21 5. Term. The term of this agreement shall commence on execution
22 and delivery of this agreement, and shall be in full force and
23 effect until completion of the work described above.

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1 IN WITNESS WHEREOF, this agreement has been executed by the
2 parties hereto this 22nd day of December, 1981.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 By: Robert M. Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS

6 ATTEST:

7 PETE E. LUCAS
CLERK OF THE BOARD OF SUPERVISORS

8 By: Paula M. Cooper
DEPUTY

9 (SEAL)

10 ADM ASSOCIATES, INC., a California
11 Corporation

12 By: Patrick M. Mc Carthy
13 AUTHORIZED REPRESENTATIVE

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15
16 APPROVED AS TO FORM:
Charles R. Mack, County Counsel

17
18 C. Lee Humes
Senior Deputy County Counsel

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

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20 PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

21 Paula M. Cooper
Deputy
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JAN - 7 1982

PETE E. LUCAS, CLERK OF THE BOARD

BY Pete E. Lucas
DEPUTY

AGREEMENT NO. 81- 336

(Architect Agreement for Branch County Facility in Davis)

THIS AGREEMENT, made and entered into this 22nd day of December, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and GARY F. WIRTH, AIA, a licensed architect in the State of California (hereinafter referred to as "ARCHITECT"),

W I T N E S S E T H:

WHEREAS, COUNTY intends to construct a Branch County Facility in Davis, California (more specifically described on Exhibit "A", attached hereto and incorporated herein by this reference), hereinafter referred to as "PROJECT"; and

WHEREAS, it is necessary that ARCHITECT services be obtained for the preparation of schematic designs, estimates, and reports for such work and for related or incidental work thereto;

NOW, THEREFORE, COUNTY and ARCHITECT agree as follows:

COUNTY hires ARCHITECT as an independent contractor, and not an officer or employee of COUNTY and ARCHITECT accepts such hiring, on the terms and conditions specified herein.

ARTICLE 1. ARCHITECT'S SERVICES AND
RESPONSIBILITIES.

1.0 BASIC SERVICES.

ARCHITECT shall furnish and perform in a manner satisfactory to COUNTY, the following professional architectural services, including normal structural, mechanical, and

1 electrical services, and all necessarily included addi-
2 tional services, required for the design of the PROJECT,
3 more particularly described as follows:

4 1.1 SCHEMATIC DESIGN PHASE.

5 This phase of PROJECT development establishes the
6 basic size and scope of the PROJECT, and its
7 location on the site, and includes the following
8 services:

9 1.1.1. ARCHITECT shall review the program furnished
10 by COUNTY, to ascertain the requirements of
11 the PROJECT and shall review the parties'
12 understanding of such requirements with
13 COUNTY.

14 1.1.2 Based on the program and PROJECT budget
15 requirements, ARCHITECT shall prepare, for
16 approval by COUNTY, Schematic Design
17 Documents consisting of drawings and other
18 documents illustrating the scale and rela-
19 tionship of PROJECT components, including
20 such alternate designs as reasonably are
21 necessary to enable COUNTY fully to consider
22 available design options.

23 1.1.3 ARCHITECT shall submit to COUNTY a Schematic
24 Design Cost Estimate based on area, volume
25 or other unit costs, which estimate shall be
26 within the PROJECT budget, and shall

1 consider future cost increases anticipated
2 before the PROJECT is complete, with
3 reference to the time schedule set forth in
4 Exhibit "B".

5 1.1.4 The Schematic Designs shall include a land-
6 scaping design for the site and a parking
7 lot. ARCHITECT shall provide TWENTY (20)
8 copies of his final work product to COUNTY.

9 1.1.5 The Schematic Design shall consider the
10 existing elements of the Davis Civic Center
11 Complex, and shall be integrated into the
12 existing Complex so as to be compatible with
13 the site environment.

14 1.1.6 Design Review. ARCHITECT shall attend such
15 meetings with the public and/or the staff or
16 Planning Commission, Design Review Commis-
17 sion or City Council of the City of Davis
18 and/or COUNTY, upon request of the Director
19 of County Facilities, as are necessary to
20 result in approval by both the City of Davis
21 and COUNTY of the schematic designs. ARCH-
22 ITECT will not attend any such meeting with-
23 out first notifying the Director of County
24 Facilities.

25 1.1.7 Special Conditions. ARCHITECT shall evaluate
26 three alternatives for the Davis Branch
County Administration Center Project and

1 prepare and deliver energy performance and
2 life cycle cost analyses, all as set forth
3 in Exhibit "D", which exhibit is attached
4 hereto and incorporated by reference herein.

5 1.2 TIME.

6 1.2.1 Time is of the essence of this Agreement.

7 1.2.2 The ARCHITECT shall perform all services
8 pursuant to this Agreement in accordance
9 with the time schedule set forth on Exhibit
10 "B" attached hereto and incorporated herein
11 by this reference.

12 Said time limits shall not be exceeded
13 unless ARCHITECT demonstrates to the satis-
14 faction of COUNTY good and sufficient cause
15 therefor, not attributable to ARCHITECT'S
16 negligence, errors or omissions, and COUNTY
17 approves a written amendment to Exhibit "B".

18 ARTICLE 2. COUNTY'S RESPONSIBILITIES.

19 2.1 COUNTY shall provide full information regarding
20 requirements for the PROJECT, including a PROJECT
21 program which shall set forth COUNTY'S design
22 objectives, constraints and criteria, including
23 space requirements and relationships, flexibility
24 and expandability, special equipment and systems
25 and site requirements.

26 2.2 COUNTY shall provide a statement of funds available

1 for the PROJECT, their source, and any limitations
2 regarding their expenditure.

3 2.3 COUNTY shall designate a representative authorized
4 to act in the COUNTY'S behalf with respect to the
5 PROJECT.

6 2.4 COUNTY shall furnish a legal description of the
7 site.

8 ARTICLE 3. COMPENSATION.

9 3.1 The maximum basic compensation payable to ARCHITECT
10 pursuant to this agreement shall be EIGHT THOUSAND
11 (\$8,000) DOLLARS payable upon submission of claims set
12 forth in Article 4.

13 3.1.1 Payments; Hourly Rates:

14 Payments for services rendered pursuant to
15 this agreement shall be the hourly rates
16 specified in Exhibit "C" hereto, incorpor-
17 ated herein by this reference, for all
18 services provided to the date of billing,
19 but not to exceed EIGHT THOUSAND (\$8,000)
20 DOLLARS.

21 3.2 Additional Compensation.

22 3.2.1 The fees for additional compensation, when
23 authorized by this agreement, shall be as
24 set forth on Exhibit "C" hereto, incorpor-

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26 / / /

ated herein by this reference.

3.3 Reimbursable Expenses.

Reimbursable expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by ARCHITECT for the expenses listed in the following subparagraphs:

3.3.1 Expenses of transportation in connection with the PROJECT, including living expenses in connection with out-of-town travel and long distance communications, other than travel to and from ARCHITECT'S office, Woodland, and the PROJECT site.

3.3.2 Expense of reproduction requested by COUNTY, over and above the number of copies to be delivered pursuant to Article 1, postage and handling of drawings, specifications and other documents, excluding reproductions for the office use of ARCHITECT and ARCHITECT'S consultants.

3.3.3 Expense of reproductions requested by all public agencies which are necessary to gain required approvals of the PROJECT, over and above the number of copies to be delivered pursuant to Article 1.

3.3.4 Expense of renderings, models and mock-ups requested by COUNTY.

1 3.3.5 Expenses for presentation at agencies or
2 public meetings necessary to gain required
3 approval of the PROJECT; provided, however,
4 that the total amount of reimbursable
5 expenses for this purpose shall not exceed
6 the sum of FIVE-HUNDRED (\$500.00) DOLLARS.

7 3.3.6 The expenses of preparation of the alternate
8 energy performance and life cycle cost
9 analyses as required by Section 1.1.7
10 hereof, and as set forth in Exhibit "D"
11 hereto, shall be reimbursable expenses at
12 the rate set forth on Exhibit "C" hereto and
13 incorporated herein by this reference.
14 Architect shall submit claims for such
15 expenses with the monthly claims required by
16 Article 4, which shall specify in detail all
17 services rendered and costs thereof with
18 reference to such analyses.

19 ARTICLE 4. METHOD AND TIME OF PAYMENT OF COMPENSATION.

20 4.1 Submission of Claims: Monthly, ARCHITECT shall
21 submit claims for compensation for services
22 rendered to date, including basic compensation
23 limited to the amounts set forth in Section 3.1.1,
24 Additional Compensation and Reimbursable Expenses,
25 if any. Said claim shall be submitted no later than
26 the fifteenth (15th) of the month following the

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month during which the claimed compensation was earned.

4.2 Claims Forms: ARCHITECT shall submit requests for payments on forms provided by COUNTY, and shall submit reasonable verification as required by COUNTY to support said claim.

4.3 Claims Approval: Said claims shall be submitted to the Director of the County Facilities Department of COUNTY, who shall take such steps as are necessary to verify the claim's accuracy, and recommend it for payment if accurate and authorized by this Agreement.

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1 4.4 Claims Payment. COUNTY shall pay all approved
2 claims no later than the last day of the month
3 following the month during which the services were
4 performed by ARCHITECT.

5 ARTICLE 5. ARCHITECT'S ACCOUNTING RECORDS.

6 5.1 Records of Reimbursable Expenses and expenses
7 pertaining to Additional Services and services
8 performed on the basis of a Multiple of Direct
9 Personnel Expense shall be kept on the basis of
10 generally accepted accounting principles and shall
11 be available to the COUNTY or the COUNTY'S author-
12 ized representative at mutually convenient times.

13 ARTICLE 6. TERMINATION OF AGREEMENT.

14 6.1 This Agreement may be terminated by either party
15 upon seven (7) days' written notice should the
16 other party fail substantially to perform in
17 accordance with its terms through no fault of the
18 party initiating the termination.

19 6.2 This Agreement may be terminated by COUNTY upon at
20 least seven (7) days' written notice to ARCHITECT
21 whether or not ARCHITECT has failed substantially
22 to perform.

23 6.2.1 Upon cancellation of this Agreement or
24 suspension of work by either COUNTY or
25 ARCHITECT, all rights of the parties shall
26 terminate, except as to payments due

1 ARCHITECT for services rendered.

2 6.2.2 Upon cancellation of this Agreement or
3 suspension of work by either COUNTY or
4 ARCHITECT, ARCHITECT shall furnish to COUNTY
5 all documents and drawings prepared under
6 this Agreement, whether complete or
7 incomplete.

8 ARTICLE 7. HOLD HARMLESS; PROFESSIONAL LIABILITY
9 AND OTHER INSURANCE.

10 7.1 Hold Harmless. ARCHITECT agrees to indemnify and
11 save harmless COUNTY, its officers, agents and
12 employees from and against any and all claims,
13 demands, losses, defense costs, or liability of any
14 kind or nature which COUNTY, its officers, agents
15 and employees may sustain or incur or which may be
16 imposed upon them for injury to or death of
17 persons, or damage to property as a result of,
18 arising out of, or in any manner connected with
19 ARCHITECT'S performance under the terms of this
20 Agreement, excepting only liability arising out of
21 the sole negligence of COUNTY.

22 7.2 During the entire term of this Agreement, ARCHITECT
23 shall obtain and maintain in full force and effect
24 professional errors and omissions (malpractice)
25 liability insurance, which shall include the
26 following provisions:

1 7.2.1 Policy Limits. The policy limits of said
2 insurance shall be no less than
3 FIVE-HUNDRED-THOUSAND (\$500,000) DOLLARS per
4 occurrence.

5 7.2.2 Occurrence or Claims Made Coverage. Said
6 insurance shall be on either an occurrence
7 or a claims made basis; provided, however,
8 if said insurance shall be provided on a
9 claims made basis:

- 10 (1) ARCHITECT shall, before the comple-
11 tion of this Agreement, provide for
12 the maintenance of such insurance for
13 a period of one (1) year following
14 completion of this Agreement and
15 shall furnish COUNTY with evidence of
16 coverage and payment of premiums, and
17 (2) Notwithstanding the provisions of
18 Article 3 and Article 4 hereinabove,
19 COUNTY may withhold from any payments
20 due ARCHITECT an amount sufficient to
21 pay premiums on such insurance for
22 the period required following
23 completion of this agreement, and
24 COUNTY shall have the right to pay
25 such premiums on behalf of ARCHITECT.

26 7.3 Other Insurance. During the term of this Agreement,

1 ARCHITECT will at all times maintain at his expense
2 the following:

3 7.3.1 Workers' Compensation Insurance. Workers'
4 Compensation Insurance as required by State
5 law.

6 7.3.2 Comprehensive General Liability Insurance.
7 Comprehensive general liability insurance
8 naming COUNTY, its Board of Supervisors,
9 officers and employees as additional
10 insured. Comprehensive general liability
11 insurance shall not be less than
12 ONE-HUNDRED-THOUSAND (\$100,000) DOLLARS per
13 person and THREE-HUNDRED-THOUSAND (\$300,000)
14 DOLLARS per accident, for bodily injury, and
15 TWENTY-FIVE-THOUSAND (\$25,000) DOLLARS for
16 property damage.

17 7.4 Notification of Cancellation. Said insurance
18 policies shall provide that they shall not be
19 cancelled, limited in scope of coverage, or not
20 renewed, until thirty (30) days after written
21 notice thereof has been delivered to COUNTY.

22 7.5 Effective Date of Coverage. Said insurance policies
23 shall be in force on the first day of the term of
24 this Agreement. ARCHITECT agrees to deposit with
25 COUNTY, on or before the effective date of this
26 Agreement, certificates of insurance necessary to

1 satisfy COUNTY that the insurance provisions of
2 this Agreement have been met and to keep such
3 insurance in effect and the certificates thereof on
4 deposit with the COUNTY during the entire term of
5 this Agreement.

6 ARTICLE 8. MISCELLANEOUS PROVISIONS.

7 8.1 Meaning of Terms. Terms in this Agreement are
8 intended and shall be construed as having the same
9 meaning as those terms have in the general condi-
10 tions of the Contract for Construction to be
11 prepared by COUNTY and submitted to interested
12 bidders during the Bidding Phase of PROJECT.

13 8.2 Reuse of Plans.

14 8.2.1 In the event COUNTY desires to reuse the
15 plans in total or in part on this or any
16 other site, or if COUNTY desires to complete
17 any uncompleted portion of PROJECT,
18 ARCHITECT shall be relieved of all respon-
19 sibility for the construction resulting from
20 such reuse unless COUNTY enters into an
21 Agreement with ARCHITECT for services in
22 connection therewith.

23 8.2.2 ARCHITECT shall not be entitled to any fees
24 for such use of plans unless COUNTY enters
25 into an Agreement with ARCHITECT for
26 services in connection therewith.

1 8.3 NON-DISCRIMINATION IN EMPLOYMENT.

2 COUNTY and ARCHITECT agree that no discrimination
3 shall be made in the employment of persons because
4 of the race, color, sex, religion or national
5 origin of such persons.

6 8.4 TERM OF THIS AGREEMENT.

7 This Agreement shall be in effect from and after
8 the date of execution by COUNTY, and shall termin-
9 ate upon approval by COUNTY of a Notice of Accep-
10 tance, or if no such notice is filed, sixty (60)
11 days after actual completion of the work, whichever
12 occurs first. ARCHITECT services required after
13 that termination date shall be compensated as
14 provided under Section 3.2. Additional Services
15 shall be performed upon written instruction by
16 COUNTY.

17 8.5 PROJECT DIRECTOR.

18 The Project Director shall be the DIRECTOR OF
19 COUNTY FACILITIES of COUNTY or his authorized
20 representative. He shall represent COUNTY in all
21 matters pertaining to the services to be rendered
22 under this contract except when approval is
23 specifically required by the Board of Supervisors.

24 8.6 AUTHORITY OF COUNTY.

25 This Agreement shall not be considered as giving
26 exclusive authority to ARCHITECT for performing all

1 services pertaining to the design and construction
2 of the PROJECT. COUNTY may perform, or have
3 performed, any phase, or any portion of any phase,
4 of the various professional services outlined in
5 this Agreement without liability or obligation to
6 ARCHITECT.

7 8.7 NOTICES.

8 All notices shall be deemed to have been given when
9 made in writing and delivered or mailed to the
10 respective representatives and COUNTY and ARCHITECT
11 at their respective addresses as follows:

12 ARCHITECT: Gary F. Wirth, AIA
13 666 Dead Cat Alley
Woodland, CA 95695

14 COUNTY: Robert A. Young
15 Director
County Facilities
16 226 - 4th Street
Woodland, CA 95695

17 ARTICLE 9. SUCCESSORS AND ASSIGNS.

18 9.1 COUNTY and ARCHITECT, respectively, bind them-
19 selves, their partners, successors, assigns and
20 legal representatives to the other party to this
21 Agreement and to the partners, successors, assigns
22 and legal representatives of such other party with
23 respect to all covenants of this Agreement. Neither
24 COUNTY nor ARCHITECT shall assign, sublet or
25 transfer any interest in this Agreement without the
26 written consent of the other.

1 ARTICLE 10. STANDARDS OF PERFORMANCE.

2 10.1 Professional Qualifications.

3 ARCHITECT represents that he is professionally
4 qualified to perform the work to be done by him
5 under this contract. COUNTY, not being skilled in
6 such matters, relies upon the qualifications of
7 ARCHITECT to do and perform the work in a pro-
8 fessional manner, and the acceptance of his work by
9 the COUNTY does not operate as a release of said
10 ARCHITECT from responsibility to so perform the
11 work.

12 10.2 Licenses.

13 ARCHITECT shall secure and maintain throughout the
14 term of this Agreement all licenses, permits,
15 qualifications and approvals of whatsoever nature
16 which are legally required for ARCHITECT to prac-
17 tice the profession or to perform the expert
18 professional services required in this Agreement.

19 10.3 Compliance with Law.

20 PROJECT shall comply fully with all applicable
21 Federal, State and local laws, ordinances, regula-
22 tions, and permits both during its construction and
23 in its completed condition.

24 10.4 Standards of Performance.

25 ARCHITECT shall perform all services required pur-
26 suant to this Agreement in the manner and according

1 to the standards observed by a competent practi-
2 tioner of the profession in which ARCHITECT is
3 engaged. All work products of whatsoever nature
4 which ARCHITECT delivers to COUNTY pursuant to this
5 Agreement shall be prepared in a substantial
6 first-class and workmanlike manner and conform to
7 the standards of quality normally observed by a
8 person practicing in the ARCHITECT'S profession.

9 10.5 Supervision of Employees.

10 All work or services performed by ARCHITECT or his
11 firm or corporation shall be by or under the direct
12 supervision of registered architects.

13 10.6 Personnel.

14 ARCHITECT shall assign only competent personnel to
15 perform services pursuant to this Agreement. In the
16 event that COUNTY, in its sole discretion, at any
17 time during the term of this Agreement, desires the
18 removal of any person or persons assigned by
19 ARCHITECT to perform services pursuant to this
20 Agreement, ARCHITECT shall remove any such person
21 immediately upon receiving notice from COUNTY of
22 the desires of COUNTY for the removal of such
23 person or persons.

24 10.7 Independent Contractor.

25 ARCHITECT shall be deemed to be an independent
26 contractor and under no circumstances shall be or

1 his consultants, employees, agents and/or servants
2 be deemed to be employees, servants or agents of
3 COUNTY. ARCHITECT shall be solely liable and re-
4 sponsible to pay all required taxes and other
5 obligations, including but not limited to with-
6 holding and Social Security. ARCHITECT agrees to
7 indemnify and hold COUNTY harmless from any
8 liability which it may incur to the Federal or
9 State governments as a consequence of this A-
10 greement.

11 ARTICLE 11. EXTENT OF AGREEMENT/WAVIER.

12 11.1 This Agreement represents the entire and integrated
13 agreement between the COUNTY and the ARCHITECT and
14 supersedes all prior negotiations, representations
15 or agreements, either written or oral. This Agree-
16 ment may be amended only by written instrument
17 signed by both COUNTY and ARCHITECT.

18 11.2 Waiver.

19 The waiver of COUNTY or any of its officers or
20 employees or the failure of the COUNTY or any of
21 its officers or employees to take action with
22 respect to, any right conferred by, or any breach
23 of any term, covenant, or condition of this
24 agreement shall not be deemed to be a waiver of
25 such term, covenant, or condition, or subsequent
26 breach of the same, or of any other term, covenant,

1 or condition of this Agreement.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 Agreement on the day and year first above written.

4 COUNTY OF YOLO, a political subdivi-
5 sion of the State of California

6 By:

Robert M. Blank
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO, STATE OF CALIFORNIA

9 ATTEST:

10 PETE E. LUCAS,
11 CLERK OF THE BOARD OF SUPERVISORS

12 By:

Paula M. Cooper
13 DEPUTY

14 (SEAL)

15 ARCHITECT

16 The undersigned Deputy Clerk
17 of the Board of Supervisors
18 certifies that pursuant to
19 Section 25103 of the Govern-
20 ment Code, delivery of this
21 document has been made to the
22 Chairman of the Board of
23 Supervisors.

24 PETE E. LUCAS,
25 CLERK OF THE BOARD
26 OF SUPERVISORS

Paula M. Cooper
Deputy

APPROVED AS TO FORM:

CHARLES R. MACK
COUNTY COUNSEL

EXHIBIT "A"
PROJECT DESCRIPTION

PROJECT DESCRIPTION

The County of Yolo is in need of a Branch County Facility in the City of Davis so that the public can be served in more adequate facilities, at less cost to the public, and in a permanent location with ample parking in a soothing and relaxing working environment near the new Davis City Hall Complex.

The Board of Supervisors have purchased a parcel of land on "A" Street north of Russell Boulevard and south of Seventh Street. The County owned parcel is two acres and has a depth of 145' X 278' of its 580' street frontage with the remaining 302' being 155' deep. The parcel is located centrally on the site and will have the following surrounding uses when the Master Plan has been completed, a Senior Citizen's Center to the north, a softball field to the east, and the City Hall to the south.

This building is viewed as single story with approximately 5,000 square feet of workable area including planned expansion for the future. This complex will house various County offices and adequate area for files and clerical needs. For the convenience of the users and also to be made available to the general public, conference rooms will also be available that could double as classrooms with audio visual capabilities. The following is an outline and description of users needs for the architect.

I. Administrative Offices

- A. Office/Interview Rooms
- B. Conference Rooms

II. Judicial

- A. Municipal Court
- B. District Attorney

III. Health

IV. Support Facilities

- A. Restrooms
- B. Janitorial Space
- C. General Storage

V. Demolition

VI. Parking

- A. Employees

- B. Public
- C. Special Parking
- D. Handicapped

VII. Grounds

- A. Walkways
- B. Lawns
- C. Plants
- D. Irrigation

VIII. Aesthetical Considerations

IX. Special Request of Architect

I. Administrative Offices

It is envisioned that this complex will make it easier for the general population in Davis to have access to County government simply by going to this building at this location. Information clerks will assist the public and make necessary arrangements through a closed communication network in the County. A lobby is essential, able to be occupied by up to 10 persons and this space should convey such an environment that art displays as well as other uses could take place without interfering with the daily business. Also need space for clerical, files, and storage.

A. Office/Interview Rooms At least two offices should be made available for future administrative expansion and small meetings or interviews. Each office is to have a desk, credenza, executive type chair, two visitor chairs, book case, phone, adequate lighting both day and night; space should be lockable, and wall with sound insulation, carpeted floor, with sound absorbent ceilings and walls to be finished with vinyl that complements its surroundings. Also to be used for out-stationing space for various County programs.

B. Conference Room Two conference rooms are needed for this facility. These spaces will be utilized by the employees as lunch rooms and break rooms. Other users would be attorneys, judges. It is also anticipated that these rooms could be used by the public for meeting spaces. These spaces should be able to occupy at least 15 individuals each with a large table and chairs, a book case and a sink unit. Refreshment is essential, good lighting is needed for both day and night use. This space should be accessible from a source that would not interfere with the day or night time operation and security of the rest of the facility.

Floor carpet, walls, a vinyl material, ceiling accoustical finish, walls are to have permanent easels and tack strips and tack boards. These rooms will also be used as classrooms,

therefore, outlets and preparation for audio visual equipment is essential. Windows shall be able to block out outside lighting and ceiling lights are to have the ability of diming.

II. Judicial

A. Municipal Court This space is to accomodate court proceedings in Department 3 of the Municipal Court in Davis. Court takes place at least four days per week. The design must be closely coordinated with the presiding judge and the dignity of the court room must be upheld. A secretarial space is essential and private chambers for the judge with a private entry and restroom facilities. The floors are to be carpeted except the toilet space. Walls are to be a vinyl finish, and ceiling is to be accoustical finish. All walls and ceilings are to receive special sound treatment. Good overall lighting for day and night use. Consideration must be given to a public address system at a future date.

B. District Attorney This space is to accomodate the District Attorney's office for the next five years and their needs are as follows:

1. Criminal Section

- 2 attorneys
- 1 receptionist
- 1 legal secretary
- 1 multi-purpose (Interns & Investigators)

2. Special Services

- 1 attorney
- 1 investigator/specialist
- 1 clerical
- 2 interns (office or work area)

3. Common areas

- Waiting/reception area
- Library/Conference Room with facility for storage of video tapes and V.T.R. equipment.
- Copy/Work/Supply/Record Storage/staff, break room

4. Provisions should be included for work processing equipment for the legal secretary and special services clerical positions. Probably a dual station, single printer CRT copywriter; plus CRT terminal for receptionist and legal secretaries and one microfilm/microfiche reader-printer.

5. All office space to accomodate enough space to perform their services plus space for client conferences. Floors are to be carpeted, walls are to be painted, ceilings to receive accoustical treatment, good overhead lighting for both day and night use, telephone

and book shelves. A special sound treatment must be achieved to assure privacy in spaces where matters of confidentiality are discussed.

III. Health Services

A. Public Health Division

1. Environmental Health Office space is needed for three Sanitarians/Sanitarian Aides who perform field inspections of businesses, public facilities and other facilities with potential health impacts. Their offices are used for preparing reports, answering citizen complaints, and "walk-in" review of business plans.

2. Nursing Services Space is needed for two Public Health Nurses who provide home visits in the Davis and Winters area. They are in the field a substantial portion of their time and return to the offices to prepare case reports, set appointments and other related work. They also provide health education presentations to small groups which could be done in a multi-purpose type room.

B. Mental Health Services Division Four or five counseling offices and a group/conference room are needed to provide outpatient services (individual and group counseling) and community services. So a waiting area would be needed with an adjoining patient interview/admissions area.

C. Alcohol & Drug Services Division Offices are needed for two counselors who provide individual family and group counseling services. The same group space can be used for both Mental Health and Alcohol & Drug Programs. Waiting and patient interview/admission areas can be shared with Mental Health Services Division.

IV. Support Facilities

A. Restrooms Adequate sanitation facilities will be needed to accomodate male and female employees, as well as visitors. Consideration must be given to potential abuse of these restrooms, therefore, the walls and floor shall be designed to maximize efficiency of maintenance and minimize upkeep. Proper ventilation and lighting is to be provided throughout this area.

B. Janitorial Space For the convenience of the janitorial staff, a central location is to be allocated for the sole purpose of storage of mops, brooms, vacuum, and a slop sink. This space could also warehouse sanitary papers and other miscellaneous items.

C. General Storage Space is to be made available for storage of items in common use by all departments using this building. Because of the physical distance between the major county supplies.

V. Parking

A. The city's Master Plan for this site identified a parking lot. Location as well as uses of this parking lot have received tentative approval by the Board. (A Map is included.) Attention must be given to making space available for:

1. employees
2. general public
3. special parking
4. handicapped

VI. Demolition

The site had been used by the school district as a maintenance yard. This location has remnants of structures, such as concrete slabs, concrete footings, abandoned water and sewage lines and, also, old gas tanks are still underground. All these factors must be identified for removal.

VII. Grounds

The city's Master Plan also identifies some landscaping. Our plan should be complimentary and a total landscape plan is to conform to city requirements and utilize a totally automatic irrigation system.

VIII. Aesthetics

The building should be aesthetically pleasing and compliment the architecture of the existing surrounding buildings with adequate landscape and parking to accomodate the users as well as the visitors.

IX. Special Requests of Architect

- A. The architect will work closely with all users, and government agencies and county offices involved and consultants.
- B. Architect is to avail himself for meetings with the neighbors.
- C. Architect is to be prepared to make a maximum of five formal presentations.

EXHIBIT "B"

TIME TABLE

E X H I B I T B

DAVIS ADMINISTRATION COMPLEX

Estimated Time Schedule

[illegible]

EXHIBIT "C"
HOURLY RATE SCHEDULE

E X H I B I T "C"

ARCHITECTS

<u>Classification</u>	<u>\$ Per Hour</u>
Principal	55.00
Associate #1	37.50
Associate #2	37.50
Technician #1	27.75
Technician #2	23.75
Technician #3	15.00
Intern	14.00

ENGINEERS

Corporate Officers (Nominal Rate)	50.00
Principal Engineer "A"	45.00
Principal Engineer "B"	35.00
Draftsmen	25.00
Stenographic and Clerical	18.00

EXHIBIT "D"
SPECIAL CONDITIONS

EXHIBIT D

SPECIAL CONDITIONS

Pursuant to Section 1.1.7 of the Agreement attached hereto, ARCHITECT agrees as follows:

ARCHITECT shall evaluate three alternatives for the Davis Branch County Administration Center Project. These shall include:

1. One design which meets the Title 24 standards on a component basis.
2. Two designs which provide increasingly lower energy use values from Number 1.

For each alternative, ARCHITECT shall prepare and deliver the following analyses:

1. Energy performance analysis, using a CEC-certified computer program.
2. Life cycle cost analysis for each alternative, using CEC Form 8 or a comparable methodology.

The goal of these analyses shall be to provide a design which provides an energy use value of 45000 BTU/square foot/year, measured after the building has been accepted by the COUNTY and is in regular use.

ATTEST: PETE E. LUCAS, Clerk of the
Board of Supervisors

by Paula M. Cogan
Deputy

COUNTY OF YOLO, a political
subdivision of the
State of California

By Robert M. Blank
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

GARY F. WIRTH
ARCHITECT

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 21103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETER E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Charles M. Cooper
Deputy

COUNTY BUILDINGS

CIVIC CENTER COMPLEX

EXISTING SPORTS FIELD
LIGHTING STANDARDS

EXISTING WELL

EXISTING FENCE

BLEACHERS

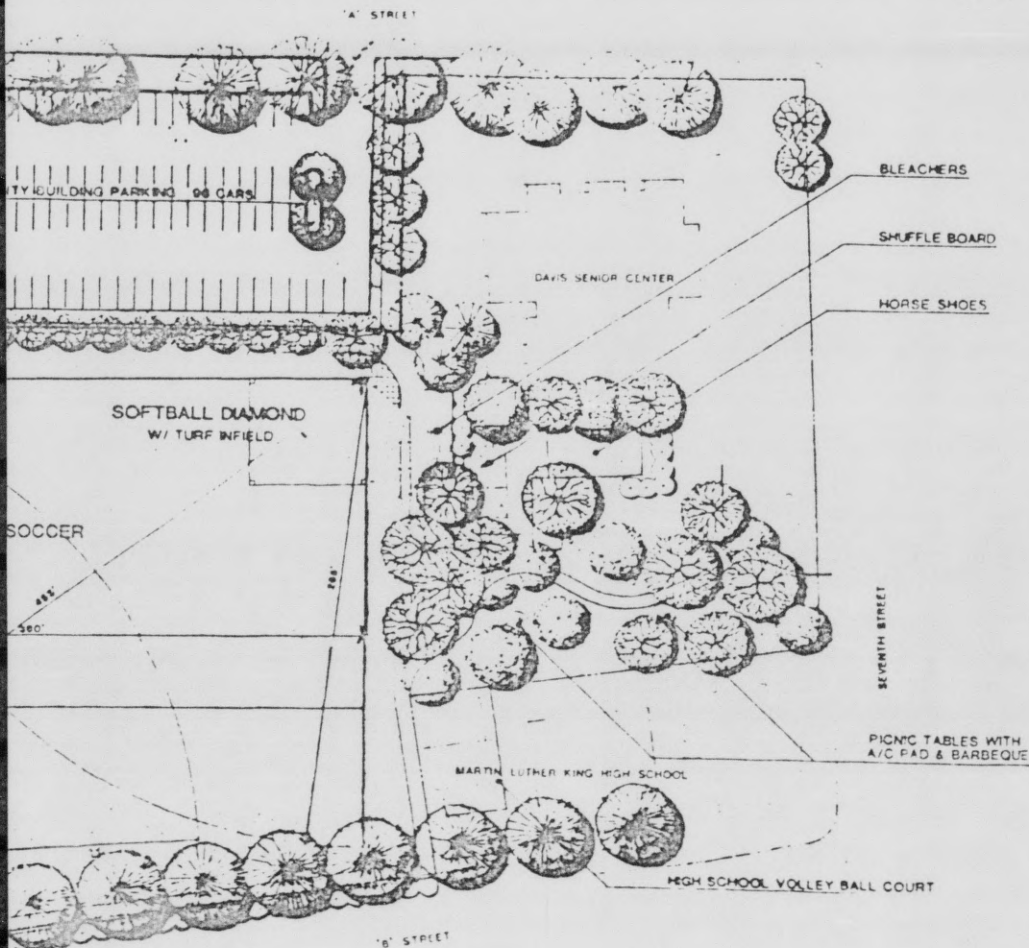
NEW BACKSTOP

SOFTBALL FIELD
W/ SKINNED INFIELD

DRIVEWAY

BLEACHERS

DATE: 11/1/81	BY: [Signature]	APPROVED: [Signature]	CONSULTANTS		THEODORE LANDSCAPE ARCHITECTS 117 SOUTH PARK, KANSAS CITY, MO 64105
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MASTER PLAN



SMUNDSON & ASSOCIATES
ARCHITECTS URBAN DESIGNERS

100 CALIFORNIA, #4107

PHONE (415) 844-3071

SHEET TITLE

DATE

EMERSON PARK
CITY OF DAVIS, CALIFORNIA

SHEET NO.

DATE

JUNE - 1981

PROJECT NO.

100 & 101

DESIGNED BY

100 & 101

THIS AGREEMENT made and entered into this 30th day of December 1981
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

AGREEMENT NO. 81-337

P.C. 801

TO BE SIGNED BY THE GOVERNOR

Director

AGENCY Employment Development Department

California State Office of Economic Opportunity

NUMBER
8100-2485 Am. 2

known as the State, or CSOED and

Economic Opportunity Commission of Yolo County

hereafter called the Contractor.

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, **FEB 1982** by agree to furnish to the State services and materials, as follows: 1-25-82
(For full service to be rendered by Contractor, amount to be paid Contractor, time for performance of completion and attach plans and specifications, if any.)

RECEIVED
EOC/C, INC.
WOODLAND, CA
95695

Amendment No. 2 Department of Finance

FILED

That agreement pertaining to a Low-Income Weatherization Program, entered
into on January 26, 1981, and amended on May 1, 1981
is hereby further amended as follows:

FEB 16 1982

1. In Article 3 the December 31, 1981, date is changed to March 31, 1982 **PETE E. LUCAS, CLERK OF THE BOARD**
DEPUTY
2. In Article 9 the total amount payable is changed from \$50,000 to \$35,000, a decrease of \$15,000.
3. Attachment A is replaced in its entirety with Attachment A dated December 30, 1981, attached hereto and incorporated herein by reference.
4. Attachment E is replaced in its entirety with Attachment E dated December 30, 1981, attached hereto and incorporated herein by reference.

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY Employment Development Department
California State Office of Economic Opportunity

CONTRACTOR OF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION
PARTNERSHIP, ETC.
Economic Opportunity Commission of Yolo County

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

W. McCalla

Andrew L. Smith (CD)

TITLE
for Director, CSOED

TITLE

ADDRESS

442 College Street, Woodland, CA 95695

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

\$35,000

APPROPRIATION

510-001-001D

FUND

General

UNENCUMBERED BALANCE

ITEM

CHAPTER

STATUTES

FISCAL YEAR

\$

\$

819

81

81-82

ADD. INCREASING ENCUMBERANCE

FUNCTION

LIWAP

\$

\$

LINE ITEM ALLOTMENT

\$

\$

80782-701

\$15,000

I hereby certify upon my own personal knowledge that budgeted funds
are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.H. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

Robert Miller

1-13-82

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209
have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

\$

Department of General Services
APPROVED

FEB 05 1982

W. McCalla

Acting Director General

Budget

Administrative Costs \$ 1,890 (max)

Personal Injury and Property
Damage Insurance (nonvehicle) \$ 3,000 (min)

Program Costs \$ 30,110 (min)

Weatherization materials
(\$500 max/dwelling - see Article 11.K)

Program support and labor
(\$750 max/dwelling - see Article 11.K)

TOTAL \$ 35,000

Note: The maximum budget amount may be reduced at Contractor's discretion, and the amount(s) of reduction shall be applied to Program Costs and/or Insurance.

Agency Goals

Priority Populations to be Served

	<u>Number</u>
Total Houses to be Weatherized	<u>35</u>
Elderly	<u>18</u>
Handicapped	<u>4</u>
American Indians	<u>1</u>
Migrant/Seasonal Farmworkers	<u>6</u>
Other	<u>6</u>

177 1000 1000 1000
H. L. Roth

1 services pertaining to the design and construction
2 of the PROJECT. COUNTY may perform, or have
3 performed, any phase, or any portion of any phase,
4 of the various professional services outlined in
5 this Agreement without liability or obligation to
6 ARCHITECT.

7 8.7 NOTICES.

8 All notices shall be deemed to have been given when
9 made in writing and delivered or mailed to the
10 respective representatives and COUNTY and ARCHITECT
11 at their respective addresses as follows:

12 ARCHITECT: Gary F. Wirth, AIA
13 666 Dead Cat Alley
Woodland, CA 95695

14 COUNTY: Robert A. Young
15 Director
County Facilities
16 226 - 4th Street
Woodland, CA 95695

17 ARTICLE 9. SUCCESSORS AND ASSIGNS.

18 9.1 COUNTY and ARCHITECT, respectively, bind them-
19 selves, their partners, successors, assigns and
20 legal representatives to the other party to this
21 Agreement and to the partners, successors, assigns
22 and legal representatives of such other party with
23 respect to all covenants of this Agreement. Neither
24 COUNTY nor ARCHITECT shall assign, sublet or
25 transfer any interest in this Agreement without the
26 written consent of the other.

THIS AGREEMENT, made and entered into this 20th day of December, 1981,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

Agreement No. 81-339

P.C. 814

TITLE OF OFFICER ACTING FOR STATE
Director

AGENCY Office of the Governor

California State Office of Economic Opportunity

NUMBER
8200-4939 Am.

hereafter called the State OF CSOBO, and

Economic Opportunity Commission of Yolo County

hereafter called the Contractor.

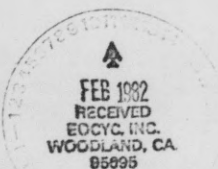
WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Stat
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Amendment No. 1

That agreement for a CSA-funded energy conservation program entered into on July 20,
1981 is hereby amended as follows:

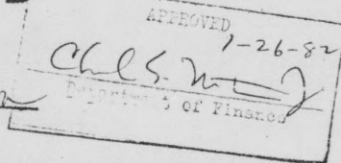
1. The ending date of the term as set forth in Article 8 is extended from
December 31, 1981 to March 31, 1982.



FILED

FEB 19 1982

PETE LUCAS, CLERK OF THE BOARD
BY Anna H. Gahan
DEPUTY



All other terms and conditions shall remain unchanged.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY Office of the Governor
California State Office of Economic Opportunity

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION
Economic Opportunity Commission of Yolo County

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

TITLE
for Director, CSOBO

TITLE

CONTINUED ON SHEETS EACH BEARING NAME OF CONTRACTOR

ADDRESS
442 College Street, Woodland, CA 95695

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

APPROPRIATION

FUND

\$ 5,201
UNENCUMBERED BALANCE

510-001-0010 General

\$

ITEM CHAPTER STATUTES FISCAL YEAR

ADJ. INCREASING ENCUMBRANCE

819 81 81-82

\$

FUNCTION

ADJ. DECREASING ENCUMBRANCE

Energy Conservation

\$

LINE ITEM ALLOTMENT

80782-701

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

1-13-82

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1-10 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
FEB 05 1982		
BY <u>ASHRESHER</u>		
Asst. Chief Counsel		

DK

20,010

FILED

YOLO COUNTY AGREEMENT NO. 81-340

MAR 22 1982

ADMINISTRATIVE SERVICES AGREEMENT

PETE E. LUCAS, CLERK OF THE BOARD
BY Amma M. K...
DEPUTY

This agreement is made and entered into by and between the
County of Yolo
and Hartford Variable Annuity Life Insurance Company, a Connecticut
corporation.

The intent of this agreement is to facilitate the administration
of the COUNTY OF YOLO Deferred Compensation
Plan as it pertains to accounting for deferrals, the disbursement of
funds, withholding of taxes and the proper reporting to participants,
annuitants and governmental agencies.

Section 1. Definitions

Unless this agreement expressly provides otherwise, the following
definitions shall apply herein.

A. "Agent" means the Hartford Variable Annuity Life Insurance
Company.

B. "Contractowner" means the COUNTY OF YOLO
in the State of CALIFORNIA

C. "Participant" means an employee of the Contractowner electing
to participate in the Deferred Compensation Plan.

D. "Annuity Contract" means the Master Group Annuity Contracts
between the Contractowner and the Hartford Variable Annuity Life
Insurance Company.

JAN 18 1982

E. "Plan" means the Contractowner's Deferred Compensation Plan.

Section 2. Scope of Service

The Agent shall perform the administrative services described below.

Section 3. Term

This agreement shall become effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

Section 4. Relationship of the Parties

The Agent shall perform its obligations hereunder as an Agent for the Contractowner.

The Contractowner may administer this agreement and monitor the Agent's compliance with its obligations hereunder. The Contractowner shall not supervise or direct the Agent other than as expressly provided in this agreement.

Section 5. Services to be Performed

The Contractowner shall notify the Agent in writing of the participants entitled to receive disbursements under the terms of the Plan and the Contractowner shall indemnify the Agent for any damage suffered by the Agent due to any incorrect information provided hereunder to the Agent by the Contractowner.

A. The Agent shall issue the disbursements to the participants

in accordance with the provisions of the Annuity Contract and the Plan.

B. Disbursements shall be made from the account maintained by the Agent on behalf of the Contractowner in accordance with the terms of the Annuity Contract and the Plan provided, however, if the Contractowner terminates the Annuity Contract, the Agent shall be obligated to make disbursements only to the extent that funds are still available in the Account of the Contractowner.

C. The Agent shall compute and deduct from the disbursements all appropriate Federal, State and Local income taxes required by law to be withheld from plan distributions by the Contractowner in accordance with the percentage rates illustrated in the attached Supplemental Information Addendum. A detailed report including such withheld taxes will be forwarded by the Agent to the applicable taxing authority, with a copy to the Contractowner, within the time frame prescribed by law unless other instructions are provided in the attached Supplemental Information Addendum.

D. The Agent shall furnish annually to all annuitants/participants receiving payment or benefits from the plan the tax reporting form(s) required by the applicable taxing authority within the time frame prescribed by law.

Section 6. Financial Management System

The Agent shall establish and maintain a financial management system for the purposes of this agreement in accordance with generally

accepted accounting practices and procedures including:

1. For each disbursement:

- a. A record of all notifications from the Contractowner concerning participants who are to receive disbursements under this agreement.
- b. Statements of gross disbursements under the agreement.
- c. Statements of all Federal, State and Local income taxes withheld under this agreement.

2. Records of all income taxation reports filed with the Federal, State and Local governments on behalf of the Contractowner.

Section 7. Financial Reporting and Audits

A. The Agent shall furnish directly to the participants a statement of the gross disbursement under the agreement which includes the amount of Federal, State and Local taxes withheld and the net amount paid with each disbursement to a participant.

B. The agent shall furnish to the Contractowner:

1. A report containing a statement of each and every disbursement made under this agreement which includes the amount of Federal, State and Local taxes withheld pursuant to Section 5, paragraph C above.

2. A payment/transaction confirmation for each participant including pertinent financial data relating to the transaction unless otherwise instructed in the attached Supplemental Information Addendum.

3. A Statement of Account for each participant (in duplicate) reflecting a summary of appropriate financial data will be prepared

and mailed as instructed in the attached Supplemental Information Addendum.

4. At the discretion of the Contractowner, an annual and semiannual report for the Hartford Variable Annuity Life Insurance Separate Account and/or Hartford Fund for distribution.

5. Such other reports as the Contractowner may reasonably require or as are required under the Annuity Contract.

Section 8. Records Management

A. Retention: Except as provided otherwise, the Agent shall retain all financial records, supporting documents, statistical records, reports, minutes, correspondence and other written materials kept or used by the Agent during the course of its performance of obligations under this agreement for three years following the date of termination. Agent may retain such records and documents on microfilm.

B. Late Audits: If any audit by or on behalf of the Contractowner has begun but has not been completed at the end of the three-year period or if audit findings have not been resolved at the end of the three-year period, the Agent shall retain the records described in subsection A of this section until audit findings are resolved.

C. Termination or Cessation Before Expiration of Retention Period: If, for any reason, the Agent ceases operations prior to the expiration of records retention period required by this section, all records as described in subsection A of this section immediately shall be delivered to the Contractowner.

D. Emergency Custody of Records: If the Agent fails to adequately protect records from fire, theft, damage, deterioration or any other type of loss during the required period of retention, the Contractowner hereby reserves the right to take custody of all records in danger of being lost, destroyed or damaged.

E. Inspection of Records: Upon prior request and during normal business hours, the Agent shall allow the Contractowner full and complete access to all records required to be retained by the Agent. The contractowner shall have the right upon reasonable notice, exercised directly or through its independent auditors, to examine and audit the Agent's records and accounts to determine the Agent's compliance with the terms and conditions herein.

Section 9. Termination

A. This agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination.

1. By either party upon sixty(60) days' written notice to the other party of the intent to terminate.

2. By the Contractowner, upon learning of the Agent's violation of any Federal, State or Local law, ordinance or regulation that governs activities related to the Agent's performance of this agreement.

B. Duties Upon Termination

1. The Agent shall deliver to the Contractowner all records and reports required by this agreement.

2. The Agent shall submit within thirty(30) days after the date of termination of this agreement all financial, performance and any other reports required by this agreement.

Section 10. Nondiscrimination

The Agent agrees to comply with all requirements of law, including the nondiscrimination and affirmative action requirements applicable to the Contractowner.

Section 11. Nonwaiver

The failure of the Contractowner or Agent at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this agreement or any part hereof, or the right of the Contractowner or Agent thereafter to enforce each and every provision hereof.

Section 12. Assignments

Any attempted assignment of this agreement or any part of it without the written consent of the other party shall be void.

Section 13. Amendment

The parties may amend this agreement only by written agreement and approved by the President or a Vice President of Hartford Variable Annuity and an authorized person for the Contractowner.

Section 14. Notices

Any notice provided for herein shall be in writing and shall be

deemed to have been given when received by personal delivery or United States mail addressed as follows:

Contractowner: COUNTY OF YOLO
COURTHOUSE
WOODLAND, CA. 95695

Agent: Dean L. Hones
Vice President/Administration
Hartford Variable Annuity
Life Insurance Company
Hartford Plaza
Hartford, Ct 06115

or to such other persons or addresses which the Contractowner or Agent may from time to time designate in writing.

Section 15. Jurisdiction: Choice of Law

The Law of the State of CALIFORNIA Shall govern the rights and obligations of the parties under this agreement.

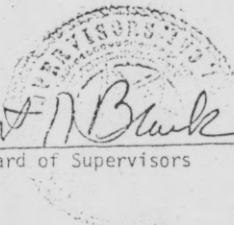
Section 16. Integration

This instrument and any written appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this agreement.

Section 17. No Cost to the Contractowner

The services rendered by the Agent pursuant to this agreement shall be performed without cost to the Contractowner.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be signed as of the date shown below:


Robert N. Blank
Chairman, Board of Supervisors

ATTEST: PETE E. LUCAS, Clerk of the
Board of Supervisors

By *Anna M. Galvan* Date: 12/22/81
Deputy

ATTEST:

HARTFORD VARIABLE ANNUITY
LIFE INSURANCE COMPANY

[Signature]

By *Dean L. Hones* Date: 2/19/82
Vice President/Administration

I, undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

Approved as to Form

Dated 12

[Signature]
County Counsel of Yolo County

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Deputy

HTFD VAR ANN. LIFE
JAN 18 1 58 PM '82

SUPPLEMENTAL INFORMATION ADDENDUM

1. COUNTY OF YOLO Deferred Compensation Plan.

2. Effective Date: DECEMBER 22, 1981

3. * Contractowner Contact: RON MCGEE EMPLOYEE RELATIONS OFFICER
(Name) (Title)
430-3RD ST WOODLAND, CA. 95695 (916) 666-8540
(Address) (Phone Number)

4. Tax Withholding Percentage (Flat Rate)

(a) Benefit Payments: Federal: 20 % State: 3 % Local: N/A %

(b) Withdrawal Payments and Refunds after Withdrawal: Federal: 20 % State: 3 % Local: N/A %

5. Tax Depositing and Reporting - Federal

(a) ☒ Use The Hartford's Tax ID Number. Deposit and report withheld taxes directly with the local IRS depository with a copy to the Contractowner.

(b) ☐ Use the Contractowner's Tax ID Number _____. Remit withheld taxes to the Contractowner on a

☐ Weekly basis, or ☐ Monthly basis,

to the following address: _____

for deposit and reporting to the IRS.

6. Tax Depositing and Reporting - State and Local

(a) ☐ Withheld taxes will be remitted to the Contractowner as designated in Section 14 of the A.S.A. on a ☐ weekly ☐ monthly basis for deposit and reporting to the applicable taxing authority.

(b) ☒ *Withheld taxes will be remitted directly to the applicable taxing authority(s) as indicated below, with a copy to the Contractowner.

FEDERAL: FRESNO SERVICE CENTER
5045 E. BUTLER AVE.
FRESNO, CA. 93727

STATE OF CALIF. EDD
P.O. Box 2069
SACRAMENTO, CA. 95810

*Provide the State/Local Tax Registration form with this addendum.

7. Statement of Account

(a) Prepare on the following basis:

☐ Annual☐ Semi-Annual☒ Quarterly

(b) Mail to:

☐ Contractowner for distribution

☒ One to Contractowner and one directly to participants.

FOR CONTRACTOR:

OWNER: Robert W. Blank
(Signature)

Chairman, Board of Supervisors 12/22/81
(Title) (Date)

ST. LOUIS, MO. JAN 18 1 58 PM '07
HITF VAN ANN. LIFE

BK

AGREEMENT NO. 81-340-A

FILED

MAR 22 1982

DEFERRED COMPENSATION INVESTMENT AGREEMENT

PETE K. LUCAS, CLERK OF THE BOARD
BY James H. [Signature]
DEPUTY

The County of Yolo ("employer") has established the County of Yolo Deferred Compensation Plan ("Plan"), a copy of which is attached hereto as Exhibit "A" and has designated the Deferred Compensation Advisory Committee ("Administrator") to administer the Plan and this Agreement on behalf of the Employer.

Glendale Federal Savings and Loan Association ("Glendale Federal") is a Federal Savings and Loan Association, a corporation duly organized and existing under the laws of the United States, and is authorized by California law for the investment by local public agencies of deferred compensation funds.

The Agreement sets forth the manner by which Plan funds will be invested with Glendale Federal, and Glendale Federal in accordance with the applicable Laws and Regulations, will accept such funds for investment and will account for such funds on a regular basis.

1. Glendale Federal agrees to accept such funds for investment in Certificates of Deposit subject to Federal Regulation then in effect. All earnings on such accounts will be credited to such accounts in accordance with prevailing practice at Glendale Federal, unless otherwise instructed by the Administrator.

2. Glendale Federal shall establish, from time to time, savings accounts at a branch or branches of Glendale Federal upon instruction of the Administrator for investment of Plan funds sent to it on behalf of the Employer. The Accounts will be titled: County of Yolo Employees Deferred Compensation Plan.

The Administrator shall have the sole custody of all passbooks or other indices of ownership of said accounts and no investments or withdrawal of funds shall be made in such accounts except in accordance with the instructions of the Administrator and pursuant to this Agreement.

3. On either a bi-weekly, semi-monthly, or monthly basis, funds shall be forwarded to Glendale Federal to be invested pursuant to this Agreement for Participants in the Plan, together with a list indicating to which Employer accounts these deductions shall be credited. Promptly upon receipt of said funds, Glendale Federal shall make the appropriate credits to the applicable accounts. The legal and beneficial ownership of all such funds shall at all times be vested in the Employer.

4. The Employer shall have the same rights and obligations in connection with any of such invested funds as any other investor having the same type of savings accounts with Glendale Federal; provided, however, that the rate of interest credited on such county accounts shall at no time be less than the highest rate of interest being offered by Glendale Federal Savings on public unit certificate accounts for which rates of interest such county accounts qualify for under the law. Nothing contained herein shall be construed as requiring any Plan funds to be invested with Glendale Federal or to remain invested for any specified period of time except as may be required by applicable Law or Regulation or the terms of the applicable savings account Agreement, including, but not limited to the penalty required by Federal Regulation upon withdrawal from an account prior to maturity.

The parties intend that the funds shall be deposited in 30 (or 31) day certificates of deposit as currently permitted by FHLBB regulation, which shall mature on the 1st day of each month and shall automatically be renewed until the same day of the next succeeding month. Additions

to or distributions from said account shall be made on the monthly maturity date upon instruction of the Administrator.

5. The initial interest rate to be paid by Glendale Federal on this account is 15% compounded daily - paid quarterly, however, it is understood such rate is subject to change from time to time as required by Federal Law or Regulation or by action of the Board of Directors of Glendale Federal. Funds received between maturity dates shall be invested in Certificates of Deposit paying 8% compounded daily and shall automatically be added to the 30 (31) day certificate account on the monthly maturity date.

6. On a calendar quarterly basis, Glendale Federal will prepare a statement of activity in duplicate for each Participant's deferral and earnings amount. Such statements will recap all activity on the accounts during the period. Statements will be sent to the attention of the Administrator.

7. Glendale Federal shall, from time to time, disburse funds from the applicable account or accounts as instructed by the Administrator in accordance with this Agreement.

8. The services to be made available by Glendale Federal under this Agreement will be performed by Glendale Federal without any charge to the Administrator, the Employer, or the Participants under the Plan.

9. This Agreement may be terminated at any time by either party hereto upon three (3) months' advance notice in writing to the other party.

10. All notices given pursuant to this Agreement shall be in writing and may be sent by regular or certified mail, postage prepaid, addressed as follows: Employer: Floyd McCain, Director of Personnel, Courthouse, Room 102, Woodland, CA 95695. Administrator: (same) c/o Deferred Compensation Advisory Committee, or Glendale Federal Savings

and Loan Association, Business Development Division, 401 North Brand Boulevard, Glendale, California 91209.

11. Glendale Federal shall be entitled to rely on the written instruction of the Administrator designated by the Employer and shall not be required to act upon any oral instructions.

12. This Agreement may be modified by a writing executed by both parties.

13. This Agreement shall be interpreted at all times by the laws of the State of California.

Administrator:

By Ronald E. McGee

By _____

Employer:

George P. Lucas
Chairman, Yolo County Board of Supervisors

ATTEST: PETE E. LUCAS, Clerk of the
Board of Supervisors

By Charles M. Cooper
Deputy

By _____

GLENDALE FEDERAL SAVINGS AND
LOAN ASSOCIATION

By W. D. Nichol

Title: Group Vice President

Approved as to Form:

[Signature]

Employer's Attorney

Dated: March 16, 1982

At: Glendale
CALIFORNIA

To Corporate Files: Approved _____; Date ____/____/____.
(Legal Counsel)

To _____ Dept: Approved _____; Date ____/____/____.
(Legal Counsel)

AGREEMENT NO. 81-341

INTERIM TRANSFER AGREEMENT
BETWEEN COUNTY OF YOLO AND SACRAMENTO
REGIONAL TRANSIT DISTRICT

FILED

JAN - 7 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY JEANNIE G. ADAM
DEPUTY

THIS INTERIM TRANSFER AGREEMENT is made and entered into this 22nd day of December, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "COUNTY"), and the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation (hereinafter called "DISTRICT").

W I T N E S S E T H:

WHEREAS, on January 3, 1982, Contracts between the DISTRICT and COUNTY, City of Davis, and City of Woodland, for public transportation services provided by the DISTRICT within those jurisdictions will expire; and,

WHEREAS, COUNTY, City of Davis, and City of Woodland have entered into a Joint Powers Agreement for the provision of public transportation services for the benefit of those entities; and,

WHEREAS, pursuant to the Joint Powers Agreement, COUNTY has entered into a five (5) year contract with an independent contractor to provide public transportation services in furtherance of the Joint Powers Agreement; and,

WHEREAS, COUNTY desires to coordinate transportation services provided by its independent contractor with those currently being provided by the DISTRICT; and,

WHEREAS, DISTRICT considers said coordination of services to be in furtherance of its legislatively declared objective to provide a unified regional transportation system.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF ALL THE COVENANTS, CONDITIONS AND AGREEMENTS SET FORTH HEREIN, DISTRICT AND COUNTY DO MUTUALLY AGREE AS FOLLOWS:

Article 1: Rules of Construction and Definitions

1.1 The following rules of construction shall govern the interpretation of this Agreement unless from the context or the definitions that follow it is apparent that a different meaning is intended.

(a) The singular includes the plural and the plural includes the singular.

(b) "Shall" is mandatory and "may" is permissive.

(c) The masculine gender includes the feminine and neuter.

1.2 The definitions that follow for the words and phrases set forth below shall govern the interpretation of this Agreement unless from the context it is apparent that a different meaning or construction is intended:

(a) COUNTY TRANSIT SERVICE - County Transit Services shall mean all public transportation services including but not limited to the implementation, operation, and maintenance of such services and any other activities incidental thereto that is provided directly by the COUNTY or indirectly by the COUNTY through agreement with a third party or third party operator, and whether or not such service is provided pursuant to and in accordance with a Joint Powers Agreement or

in accordance with the terms of an agreement between COUNTY and a third party or third party operator.

(b) DISTRICT FARE STRUCTURE - District Fare Structure shall mean the fare structure adopted by the DISTRICT, as amended from time to time, which fare structure establishes classifications of various fare and fare surcharges and the entitlement incident upon payment of said fare and fare surcharges by a patron upon boarding District transit service after presenting the appropriate fare and fare surcharge in the manner and by the method therein set forth.

(c) DISTRICT TRANSIT SERVICE - District Transit Service shall mean all fixed route service as defined in the adopted District Fare Structure, which service generally excludes all special services such as Tram and SAR service.

(d) OPERATOR - Operator shall mean any person or legal entity that is required to obtain a certificate of public convenience and necessity from the California Public Utilities Commission in order to operate public transportation services between fixed termini or on a fixed route within or partially within the boundaries of the District.

(e) PARTIES - Parties shall mean both the COUNTY and the DISTRICT, including their respective officers, employees, and agents.

(f) PARTY - Party shall mean either the DISTRICT or COUNTY as determined by the context, or both the COUNTY and DISTRICT when preceded by the words "each" or "neither", and shall be deemed to include the officers, employees, and agents of each respectively.

(g) SACOG - SACOG means the Sacramento Area Council of Governments.

(h) THIRD PARTY - Third Party shall mean any person or

legal entity that is not a signatory to this Agreement.

Article 2: Purpose

2.1 The purpose of this Agreement is to provide a method of coordinating public transportation services to be provided separately by the DISTRICT and COUNTY. The objective of said coordination efforts is to foster and maintain at least the same level of patronage achieved when similar levels of service were provided by the DISTRICT.

2.2 This Agreement is designed to provide an interim solution to the manner in which DISTRICT and COUNTY provided public transportation service is coordinated and integrated. A short-term approach to the coordination and integration of public transportation fulfills an important objective of this Agreement in that it gives both parties additional time to consider the merits of other alternative approaches to the coordination and integration of public transportation services without incurring the risk during such period of a downward deflection in total patronage as a result of a lack of coordination at the time County transit service commences.

2.3 The objectives of this Agreement are to be achieved in large part through the adoption of a uniform fare structure including transfer privileges for holders of daily and monthly passes. Additional related matters concerning routing, bus stops, bus books, and telephone information service are addressed as necessary to further the purpose of this Agreement.

2.4 In the event of any conflict between the provisions in the preceding subparagraphs of this Article 2 and those that follow, the latter shall control as to meaning and effect.

Article 3: Term

3.1 This Agreement shall become effective on the date first hereinabove appearing, or January 3, 1982, whichever comes later, and shall remain in effect until March 31, 1982.

3.2 This Agreement may be extended upon mutual approval of the governing board of each party hereto any time prior to the date initially established for the termination of this Agreement or any subsequent extension to this Agreement.

Article 4: County Fare Structure

4.1 In order to preserve a uniform fare structure on County and District transit services, COUNTY agrees to establish and maintain a fare structure for all County transit service that is substantively identical to the District Fare Structure as it is set forth during the term of this Agreement.

4.2 Notwithstanding subparagraph 4.1 above, COUNTY shall not be required to establish or maintain a fare structure that:

- (a) provides a fare for special services or charter services as defined in the District's adopted fare structure; and,
- (b) provides for a zone surcharge other than for County Transit Service provided west of the Yolo Causeway; and
- (c) provides for fare equivalence using tokens or paper tickets other than daily passes issued by the COUNTY or DISTRICT.

4.3 Amendments to the District Fare Structure, with the exception of amendments to the fare structure concerning those matters identified in subparagraph 4.2 above, shall be adopted by the COUNTY in timely fashion so that all such fare structure amendments may be

uniformly implemented by COUNTY and DISTRICT on the date established by the DISTRICT. DISTRICT shall provide COUNTY with written notice of the adoption of each fare structure amendment forty-five (45) days in advance of the date established for the implementation of the amended fare structure; however, no such notice shall be required as to any change in the District Fare Structure that has been adopted prior to the date upon which both parties entered into this Agreement.

4.4 As necessary, COUNTY shall be responsible for obtaining prior approval from the California Public Utilities Commission with respect to any amendment to the fare structure for County transit service that is required by the terms of this Agreement. COUNTY shall use its best efforts to obtain such approval prior to the effective date established for each fare amendment by the DISTRICT. The inability of the COUNTY to obtain timely approval from the California Public Utilities Commission of such fare amendments shall constitute sufficient grounds for DISTRICT to terminate this Agreement upon giving notice to that effect to COUNTY in the manner described in Article 14.

Article 5: Daily Passes

5.1 COUNTY shall offer to its patrons a daily pass, which daily pass shall be sold in accordance with the terms of Article 4. COUNTY shall cause its daily passes to be printed in such a manner as to be easily distinguishable from daily passes issued by the DISTRICT.

5.2 DISTRICT agrees to amend the District Fare Structure in order to provide for daily passes issued by the COUNTY.

5.3 COUNTY and DISTRICT mutually agree to honor daily passes issued by either on all County and District Transit Service in accordance with the terms of Article 4.

5.4 COUNTY and DISTRICT mutually agree to reimburse each other

for daily pass revenues collected for service provided by the other in accordance with the methodology set forth in Subparagraphs 8.1 and 8.2 of Article 8.

Article 6: Monthly Passes

6.1 COUNTY agrees to provide passage on all County transit service to any patron who properly displays a valid District unlimited riding pass of any type authorized under the District Fare Structure in accordance with the entitlement incident to each such riding pass as provided under Article 4.

6.2 Revenues collected by DISTRICT from the sale of District unlimited riding passes used to obtain passage upon County Transit Service shall be reimbursed to COUNTY in accordance with the methodology set forth in Subparagraphs 8.3 and 8.4 of Article 8.

Article 7: Ridership Surveys and Analysis

7.1 COUNTY and DISTRICT agree to engage SACOG to collect such survey information on County Transit Service as necessary to enable SACOG to fairly allocate revenues collected from the sale of daily and monthly unlimited riding passes in accordance with the methodology set forth in Article 8.

7.2 COUNTY and DISTRICT agree to allocate the cost of each survey and survey revenue analysis completed by SACOG at the direction of COUNTY and DISTRICT such that COUNTY pays 80% and DISTRICT pays 20% of the total billing for all work so provided. Upon request by SACOG, DISTRICT may provide ride checkers to assist SACOG in carrying out on-board survey tasks to be conducted in accordance with this Article 7. The reasonable billing for ride checkers so provided shall be offset against the DISTRICT's proportionate responsibility for the total cost

of each survey/analysis and any overage shall be paid to DISTRICT by COUNTY.

7.3 COUNTY and DISTRICT mutually agree to direct SACOG to conduct a ridership survey on County Transit Service once during each calendar month during the term of this Agreement as necessary to obtain the information set forth in Subsection 7.4 below.

7.4 COUNTY and DISTRICT agree to direct SACOG to obtain the following information using generally accepted surveying techniques and statistical analysis:

(a) Proportion of average (arithmetic mean) weekday, Saturday and Sunday/Holiday passenger ridership count on County Transit Service that represents percentage of patrons who obtained passage on District Transit Service on the days referenced above by purchasing a County daily pass on the same day.

(b) Proportion of average (arithmetic mean) weekday, Saturday, and Sunday/Holiday passenger ridership count on County Transit Service that represents percentage of patrons who obtained passage on the days referenced above by purchasing a District daily pass on the same day.

(c) Proportion of average (arithmetic mean) weekday passenger ridership count on County Transit Service that represents the percentage of patrons who regularly obtained monthly passage thereon by properly presenting a valid District monthly unlimited riding pass, which percentage shall be expressed in terms of each category of monthly unlimited riding passes established under the adopted District fare structure and, with the exception of the Senior Citizen/Handicapped pass category, each monthly pass category percentage shall be expressed in terms of the percentage that did and did not have affixed a valid monthly zone

sticker as provided under the adopted District Fare Structure. The foregoing percentages shall be determined for each of two (2) groups of patrons defined as follows:

(1) Those patrons who will obtain passage on District Transit Service on five (5) or more days during the month in which they acquired a District unlimited riding pass; and,

(2) Those patrons who will obtain passage on District Transit Service on less than five (5) days during the month in which they acquired a District unlimited riding pass.

7.5 COUNTY agrees to count total passenger ridership on each County Transit Service route for each complete or partial calendar month during the term hereof and to segregate the ridership count for each month on each route for service provided on weekdays, Saturday, and Sunday/Holidays. COUNTY shall provide SACOG with the ridership count figures within ten (10) calendar days after each calendar month.

Article 8: Allocation of Pass Revenues

8.1 For each calendar or partial calendar month during the term hereof, COUNTY agrees to pay DISTRICT one-half ($\frac{1}{2}$) of the sum obtained by multiplying the cost of a daily pass during the month in question times the sum of the three (3) products obtained by multiplying the percentage of County transferees for each category of days during the month (weekday, Saturday, Sunday/Holiday) as determined pursuant to Subparagraph 7.4(a) of Article 7 times the corresponding passenger count on County Transit Service, as determined pursuant to Subparagraph 7.5 of Article 7, for each category of days during the calendar or partial calendar month in question.

e.g.: $\frac{1}{2} \times A \times (B + C + D)$ where

A = cost of daily pass for month in question,

B = % of County daily pass transferees (weekday) times actual weekday ridership count for that month,

C = % of County daily pass transferees (Saturday) times actual Saturday ridership count for that month, and,

D = % of County daily pass transferees (Sunday/Holiday) times actual Sunday/Holiday ridership count for that month.

8.2 For each calendar or partial calendar month during the term hereof, DISTRICT agrees to pay COUNTY one-half ($\frac{1}{2}$) of the sum obtained by multiplying the cost of a daily pass during the month in question times the sum of the three (3) products obtained by multiplying the percentage of District transferees for each category of days during the month (weekday, Saturday, Sunday/Holiday) as determined pursuant to Subparagraph 7.4(b) of Article 7 times the corresponding passenger count on County Transit Service as determined pursuant to Subparagraph 7.5 of Article 7, for each category of days during the calendar or partial calendar month in question.

e.g.: $\frac{1}{2} \times A \times [B + C + D]$ where

A = cost of daily pass for month in question,

B = % of District daily pass transferees (weekday) times actual weekday ridership count for that month,

C = % of District daily pass transferees (Saturday) times actual Saturday ridership count for that month, and

D = % of District daily pass transferees (Sunday/Holiday) times actual Sunday/Holiday ridership count for that month.

8.3 DISTRICT agrees to pay COUNTY one-half ($\frac{1}{2}$) of the monthly pass price for each monthly pass category (excluding cost of monthly zone surcharges, if any), as established under the District Fare Structure during the month in question, times the sum of the product obtained by multiplying the corresponding monthly pass transfer percentages for each pass category, as determined pursuant to Subparagraph 7.4(c)(1) of Article 7, times the average (arithmetic mean) weekday count, as determined pursuant to Subparagraph 7.5 of Article 7, during the calendar or partial calendar month in question.

e.g.:

Where:

$$\frac{1}{2} \times A \times W_a$$

A - F = Cost of each monthly pass category excluding cost of monthly zone surcharge, if any.

$$\frac{1}{2} \times B \times W_b$$

$$\frac{1}{2} \times C \times W_c$$

W_{a-f} = Corresponding transfer percentages on weekdays for each monthly pass category times the average (arithmetic mean) weekday count for the month in question.

$$\frac{1}{2} \times D \times W_d$$

$$\frac{1}{2} \times E \times W_e$$

$$\frac{1}{2} \times F \times W_f$$

8.4 DISTRICT agrees to pay COUNTY the entire monthly pass price for each monthly pass category (excluding cost of monthly zone surcharges, if any) as established under the District Fare Structure during the month in question, times the sum of the product obtained by multiplying the corresponding monthly pass user percentages for each pass category, as determined pursuant to Subparagraph 7.4(c)(2) of Article 7, times the average (arithmetic mean) weekday count, as determined pursuant to Subparagraph 7.5 of Article 7, during the calendar or partial calendar month in question.

e.g.:

Where:

$$A \times W_a$$

A - F = Cost of each monthly pass category excluding cost of monthly zone surcharge, if any.

$$B \times W_b$$

$$C \times W_c$$

W_{a-f} = Corresponding user percentages (Subparagraph 7.4(c)(2)) on weekdays for each monthly pass category times the average (arithmetic mean) weekday count for the month in question.

$$D \times W_d$$

$$E \times W_e$$

$$F \times W_f$$

8.5 DISTRICT agrees to pay COUNTY 100% of the monthly zone surcharge revenue allocable to County Transit Service as determined by multiplying the monthly zone surcharge cost, as established in the adopted Fare Structure, times the sum of the product obtained by multiplying the monthly pass transfer and user percentages for each applicable pass category with an affixed monthly zone stamp, as determined pursuant to Subparagraph 7.4(c)(1) and (2) of Article 7, times the average (arithmetic mean) weekday count, as determined pursuant to Subparagraph 7.5 of Article 7, during the calendar or partial calendar month in question.

e.g.:

Where:

$$Z \times [W_{a(1)} + W_{a(2)}]$$

Z = Cost of monthly zone surcharge during the month in question.

$$Z \times [W_{b(1)} + W_{b(2)}]$$

$W_{a(1)-c(1)}$ = Corresponding transfer percentages (Subparagraph 7.4(c)(1)) for each appropriate monthly pass category times the average (arithmetic mean) weekday count for the month in question.

$$Z \times [W_{c(1)} + W_{c(2)}]$$

$W_{a(2)-c(2)}$ = Corresponding user percentages (Subparagraph 7.4(c)(2)) for each appropriate monthly pass category times the average (arithmetic mean) weekday count for the month in question.

Article 9: Allocation of Printing Costs

9.1 COUNTY shall pay DISTRICT that portion of unrecovered costs allocable to the printing of bus books ordered by DISTRICT, which bus books include County Transit Service, such that COUNTY's share of such cost bears the same proportion that total County Transit Service patronage during the term hereof bears to total District Transit Service patronage during the term of this Agreement. DISTRICT shall provide SACOG with the appropriate information in order that SACOG may complete the requisite calculations.

Article 10: Routing Within Activated District Boundaries

10.1 COUNTY agrees to obtain prior approval from DISTRICT before providing County Transit Service over any route or portion thereof that traverses or enters the activated boundaries of DISTRICT.

10.2 DISTRICT shall approve routes proposed by COUNTY that do not otherwise conflict with District Transit Service as determined by the District General Manager; however, such approval shall not include consideration of nor be deemed to include consideration of the propriety, including such matters as safety, of the proposed route.

Article 11: Bus Stops

11.1 Upon obtaining approval pursuant to Article 10, COUNTY may use bus stops provided by DISTRICT for County Transit Service. County may place a removable decal or other non-permanent logo on District bus stop signs, as appropriate, to indicate County Transit Service at the stop in question. Placement of the decal or logo shall be such that it does not cover the RT logo or other route information then existing on the bus stop sign.

Article 12: Bob Books

12.1 DISTRICT agrees to have bus books printed that include County Transit Service schedules and COUNTY agrees to reimburse DISTRICT for printing costs incurred in accordance with the methodology set forth in Subparagraph 9.2 of Article 9.

Article 13: Telephone Information

13.1 Both parties agree to provide telephone information service that serves the public and provides information concerning the routing and associated schedules for both District and County Transit Service.

Article 14: Notices

14.1 All notices shall be made by certified United States mail, postage prepaid, return receipt requested, addressed as follows:

COUNTY: Director of Public Works
and Transportation
292 W. Beamer Street
Woodland, California 95695

DISTRICT: General Manager
Sacramento Regional Transit District
P. O. Box 2110
Sacramento, CA 95810-2110

14.2 Service of such notices shall be deemed complete on the date of deposit in the United States mail.

Article 15: Relationship Between Parties

15.1 Nothing herein shall be construed to create, nor do the parties intend to create by the terms hereof, any contractual or other relationship, whether express or implied, of joint power, joint venture, partnership, principle-agent, independent contractor, master-servant, or otherwise that would result in either party

hereto being financially or otherwise responsible in whole or part for bodily injury, death, or property damage occurring as a proximate result of an act or omission arising out of the performance of this contract or the provision of transit service by the other party. The imposition of such responsibility upon either party shall be sufficient grounds for COUNTY or DISTRICT to terminate this Agreement upon giving written notice thereof to the other in the manner provided in Article 14.

15.2 Each party hereto is to be held free by the other party from any and all liability, loss, and/or expense that arises in the manner described in Subparagraph 15.1 of this Article 15.

15.3 COUNTY and DISTRICT shall indemnify, defend, and hold harmless each other from any and all claims, demands, losses, or liability whether real or illusory, that arise in the manner described in Subparagraph 15.1 of this Article 15.

15.4 Each party shall secure and maintain in force for the term hereof, insurance policies that will protect the other party from claims for bodily injury, death, or property damage that may arise in the manner described in Subparagraph 15.1 above, whether or not such transportation service is provided by the other party or by a third party or third party operator on behalf of the other party. Said policy shall be for not less than the following amounts and shall name, respectively, the COUNTY and DISTRICT as additional insureds:

(a) Public Liability, Bodily Injury, and Property Damage Insurance:

- (1) Injury or death of one person - \$ 5,000,000
- (2) Injury or death of more than one person in a single occurrence - \$10,000,000
- (3) Property Damage - \$ 1,000,000

(b) Automobile and Truck Public Liability Bodily Injury, and Property Damage Insurance:

- (1) Injury or death of one person - \$ 5,000,000
- (2) Injury or death of more than one person in a single occurrence - \$10,000,000
- (3) Property Damage \$ 1,000,000

Article 16: Workers' Compensation Insurance

Both parties to this Agreement understand and acknowledge that this Agreement is not a contract of employment between the DISTRICT and COUNTY or between the DISTRICT and any agents, officers or employees of any third party or third party operator under contract with the COUNTY to provide County Transit Service. DISTRICT shall not be liable for any workers' compensation or any other benefits accruing under any Federal or State law or acts to any employee or employees employed by the COUNTY or by a third party or third party operator in connection with the provision of County Transit Service. Similarly, COUNTY shall not be liable for any workers' compensation or any other benefits accruing under any Federal or State law or acts to any employee or employees employed by the DISTRICT in connection with the provision of District Transit Service.

Article 17: Federal, State, and Local Laws

Each party warrants and covenants that it shall fully and completely comply with all applicable Federal, State, and Local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction over any aspect of the provision of District or County Transit Service.

Article 18: Nondiscrimination

18.1 In connection with the execution of this Agreement, neither party shall discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin or ancestry. Each party shall take affirmative action to insure that applicants are employed, and that employees are treated equally during their employment without regard to their race, religion, color, sex, age, or national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other form of compensation; and selection for training, including apprenticeship.

18.2 Neither party shall discriminate against any passenger or patron because of age, race, color, religion, sex, ancestry or national origin.

Article 19: No Waiver of Rights Under Agreement

Either party's failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the other party's right to such performance or to future performance of such a term or terms, and each party's obligations in respect thereto shall continue in full force and effect.

Article 20: How Agreement Affected by Provisions Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and such remainder shall then continue to conform to the terms and requirements of applicable law.

Article 21: Controlling Law

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, the state in which this Agreement is being executed.

Article 22: Termination for Default

Termination for failure to carry out any of the duties set forth herein or any scheduled activities necessary to carry out any of the duties shall occur upon giving notice in a manner provided in Article 15 herein above.

Article 23: Obligation to Provide Transit Service

Nothing herein shall be construed to require or to create an enforceable right in either party to require the other to provide a specified level or configuration of transit service during the term of this Agreement.

Article 24: Prohibited Interests

No member, officer, or employee of the District or of a local public body during his tenure of office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article 25: Nonliability of UMTA or Federal Government

Neither the United States Department of Transportation, Urban Mass Transportation Administration, or any other branch or agency of the Federal Government, its employees, agents or officers are obligated or liable to any person or organization other than DISTRICT by virtue of the execution of this Agreement.

Article 26: Execution of Agreement

This Agreement may be simultaneously executed in several counterparts and each shall be deemed to be an original having

identical legal effect.

Article 27: Section 5 Funding

27.1 COUNTY agrees to forego application for funding made available under Section 5 (49 USCS §1604) of the Urban Mass Transportation Act, as amended (49 USCS §§1601, et. seq.), for County Transit Service provided during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written.

SACRAMENTO REGIONAL TRANSIT DISTRICT,
A Public Corporation

By: Grantland L. Johnson
GRANTLAND L. JOHNSON, Chairman

By: Robert W. Nelson
ROBERT W. NELSON, General Manager

COUNTY OF YOLO, a Political
Subdivision of the State of
California

By: Robert N. Black
ROBERT N. BLACK, Chairman of
the Board of Supervisors

A T T E S T:

PETE E. LUCAS, Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

John T. Ketelsen
JOHN T. KETELSEN
Chief Legal Counsel

By: Paula M. Cooper
Deputy

S E A L

APPROVED AS TO FORM:

Charles Mack
CHARLES MACK, County Counsel

Original COMMUTER-BUS LINES

1261 Silver Oak Way
Sacramento, CA 95831
(916) 428-1285

September 3, 1981

Board of Supervisors
County of Yolo
County Courthouse
Woodland, CA 95695

Re: Response to Request For Proposals,
Public Transportation System

We are pleased to respond to your Request For Proposals dated July 28, 1981, for a public transportation system. Our response is presented in the format described on page 43 of your RFP:

1. Statement of Experience and Qualifications.
(Include list of current and past clients)

Commuter Bus Lines, Inc. was founded in Southern California during World War II. Commuter owns a fleet of 68 coaches, of which six are currently assigned to the Sacramento area, for service on routes from Placerville, Auburn, Roseville and Folsom to Sacramento. The remaining 62 buses are used in the Los Angeles and Orange County areas for commuter routes, government contracts and charter work.

The present owners, James C. Carson and William D. Bourne, acquired Commuter in 1977. The owners have a combined experience of more than 60 years in transit management, equally divided between small and large operations, and between public and private systems. Resumes are attached.

On the following page is a list of organizations that have contracted with Commuter for services similar to those described in your RFP.

Exhibit - C

1. County of Placer
Department of Public Works
11444 "B" Avenue, DeWitt Center
Auburn, CA 95603
(916) 823-4774
Attn: Mr. Grayson Marshall

Contract for bus service
since August 1, 1980.

2. City of Folsom
50 Natoma Street
Folsom, CA 95630
(916) 985-2070
Attn: Mr. Jim Erickson, City Administrator

Contract for bus service
to replace Regional Transit
effective July 1, 1981.

3. State of California
Department of Transportation
1120 "N" Street
Sacramento, CA 95814
Attn: Ms. Sally Barney, Administration

Contract for downtown
extension of commuter route.

4. County of Los Angeles
Road Department
1540 Alcazar Street
Los Angeles, CA 90033
(213) 226-8233
Attn: Mr. Ned Lillich

Contract for bus line from
Newhall to Downtown Los
Angeles starting July 1, 1981.

5. Great Western Savings & Loan
9401 Corbin Ave., P. O. Box 1030
Northridge, CA 91328
(213) 701-8250
Attn: Mr. Harris Schiller, Vice President

Contract for commuter bus.

6. Department of the Army
Contracting Division
P. O. Box 27
Fort Ord, CA 93941
(408) 242-6914; 242-3103

Contract for shuttle bus
service from housing to
Fort MacArthur, each summer
since 1978. 1981 contract
number was DAKF 03-81-D-0109.

7. University of California, Los Angeles
Housing Office
11811 Venice Boulevard
(213) 397-3517
Attn: Mr. Carl Heilbrunn

Contract for bus service
from housing to the campus,
September 1980 - June 1981.

COUNTY OF YOLO
STATE OF CALIFORNIA

PROPOSAL

FOR THE

IMPLEMENTATION, OPERATION AND MAINTENANCE
OF A

PUBLIC TRANSPORTATION SYSTEM

FOR THE

COUNTY OF YOLO, CITY OF WOODLAND AND CITY OF DAVIS

Board of Supervisors
County of Yolo
County Courthouse
Woodland, CA 95695

The undersigned, as bidder, declares that he has carefully examined the location of the proposed system, the other contract documents, and the requirements therein referred to; and he proposes and agrees that, if this proposal be accepted, he will contract with the County of Yolo, State of California, to provide all necessary machinery, tools, apparatus, labor, and equipment, and to do all the work specified in the contract, in the manner and time therein set forth, required to implement, operate, and maintain the system.

The Contractor proposes and agrees to contract with said County of Yolo to furnish and perform all the above-described work including subsidiary obligations as defined in said contract documents and specifications, for the following prices, to wit:

Item No.	Description	Quantities	Unit Cost	Total Annual Cost
1a	Class A Buses	4 each	\$ 14,110 /yr	\$ 56,440.00
1b	Class B Buses	2 each	\$ 14,110 /yr	\$ 28,220.00
1c	Class C Buses	8 each	\$ 6,540 /yr	\$ 52,320.00
2a	Line 40	47,353.5 mi	\$.6562 /mi	\$ 31,073.37
2b	Line 40	3,870.9 hr.	\$ 18.63 /hr	\$ 72,114.87
3a	Line 41	52,659.1 mi.	\$.6562 /mi	\$ 34,554.90
3b	Line 41	4,122.2 hr.	\$ 18.63 /hr	\$ 76,796.59
4a	Line 42	267,371.2 mi.	\$.6562 /mi	\$ 175,448.98
4b	Line 42	12,135.3 hr.	\$ 18.63 /hr.	\$ 226,080.64
5a	Line 43	23,034.15 mi.	\$.6562 /mi	\$ 15,115.01
5b	Line 43	902.7 hr	\$ 18.63 /hr	\$ 16,817.30
6a	Line 44	31,285.9 mi.	\$.6562 /mi	\$ 20,529.81
6b	Line 44	1,216.4 hr.	\$ 18.63 /hr.	\$ 22,661.53
7a	Line 45	45,798.0 mi.	\$.6562 /mi.	\$ 30,032.95
7b	Line 45	1,298.0 hr.	\$ 18.63 /hr.	\$ 24,181.74
TOTAL COST				\$ 882,407.39

The quantities hereinabove set forth are for the purposes of comparing bids and determining costs and are deemed to be final quantities subject to subsequent mutually agreeable changes pursuant to the terms of the Contract.

It is understood and agreed that the undersigned shall complete the work within the time provided for in the Contract documents. If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within the time provided by law.

The undersigned has examined the location of the proposed systems and is familiar with the Contract documents and the local conditions at the place where the systems are to operate.

The undersigned has checked carefully all the above figures and understands that the County and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

Enclosed find Bidder's Bond, certified check, or cashier's check No. 2079977
of the First State Bank of Southern California, Paramount Branch (~~Company~~)(Bank)
for \$ 10,000.00.

Dated this 3rd day of September, 1981.

Commuter Bus Lines, Inc.

Signature of Bidder

By:

William D. Bourne
William D. Bourne, President

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals, co-partners composing the firm. If a Corporation, state legal name of Corporation, also names of President, Secretary, Treasurer, Manager, thereof.)

Legal Name of Corporation: Commuter Bus Lines, Inc.
President - William D. Bourne

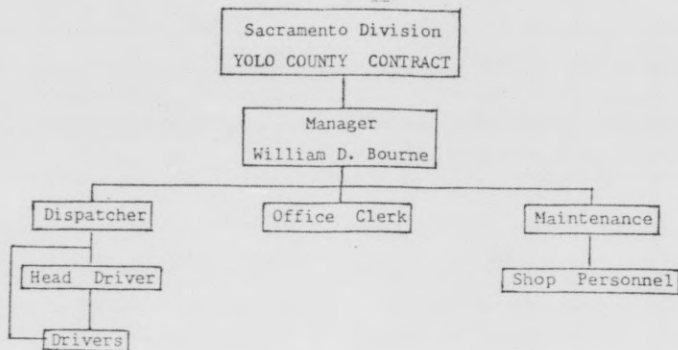
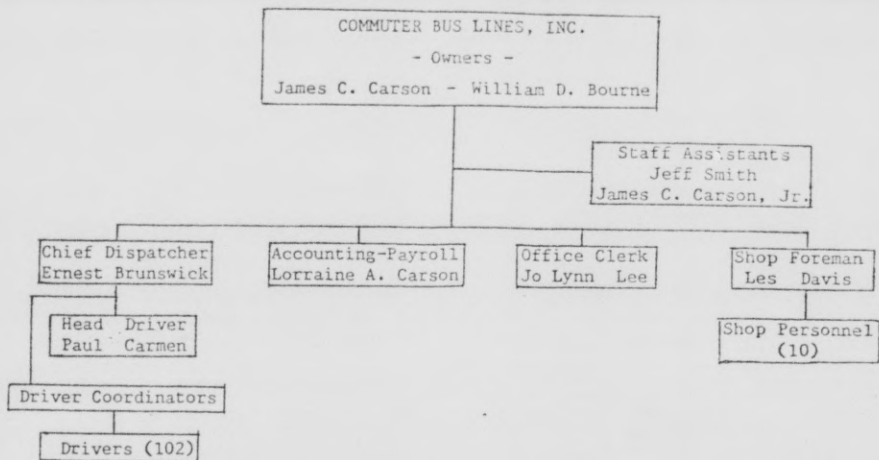
Vice President- Louise Bourne
Secty-Treas- Lorraine A. Carson

General Manager- James C. Carson

Address 1261 Silver Oak Way, Sacramento, CA 95831

Telephone Number (916) 428-1285

3. Organization Chart



4. List of Contractor Personnel with Resumes.

- ... William D. Bourne, co-owner & President (resume attached)
- ... James C. Carson, co-owner & General Manager (resume attached)
- ... Ernest Brunswick, Chief Dispatcher: 24 years as a driver and professionally-trained bus driving instructor and dispatcher.
- ... Les Davis, Shop Foreman: 17 years in this position with Commuter.

5. List of Key Personnel directly assigned the responsibility for this Contract.

- ... William D. Bourne will manage the Yolo County system on a day-to-day basis. He will be backed up by a dispatcher and a head driver. As required, additional or replacement personnel can be assigned from the Southern California office.

6. Assurances and Compliances:

- a. Section 15 Accounting - deleted from RFP.
- b. Bid Bond - Cashier's Check attached.
- c. Financial Responsibility and Financial Statement - Attached is a Financial Statement for the 5 months ending May 31, 1981. The company has operated at a profit each year since being taken over by the present owners in 1977. Projected revenue from existing operations for 1981 is \$1.45 million. Based on present market values, Commuter has an equity of more than \$500,000 in its fleet. As a further test of financial stability, approval has already been received from a major insurance company for the \$100,000 performance bond.
- d. Safety Program and Training Program.

The safety program begins with the recruitment, screening, selection and testing of personnel, in order to obtain those persons who are most likely to be safe, courteous and dependable drivers. The selection process actually continues through the training and probationary phases, before the person becomes a permanent employee.

Training will include the National Safety Council Defensive Driving Course augmented as necessary to make it fully applicable to the bus driving conditions along the particular routes to be travelled.

Classroom training will also include role-playing to instruct in the proper methods for dealing with the public.

d. Safety and Training Continued

Behind-the-wheel instruction will be conducted along the routes to be travelled, in order to familiarize the drivers with the particular conditions that may be encountered.

Commuter has a total of five persons on its staff who are qualified to instruct in the various aspects of bus driving. In addition, Commuter can call upon one of its retired employees, Mr. Russell A. Byrd, former Assistant to the President, who has been training bus drivers for more than 40 years, has written two books on highway safety, and has appeared before congressional committees to speak on highway safety.

Evidence of the effectiveness of Commuter's programs is provided by the fact that in each year since the present owners took over, the insurance premiums have been reduced, and are now approximately one-half the rate charged under previous ownership.

Attached are examples of safety bulletins.

Retraining would be undertaken with any employee where there is an indication of substandard performance. These indications could result from on-board riding checks by supervisory personnel or undercover checkers, following the driver along the route, passenger complaints, and accident experience.

Replacement personnel hired due to turnover would receive the same training as the personnel hired initially.

Attached are copies of the affirmative action portion of contracts which Commuter has entered into in the past. We are firmly committed to the fair and equitable treatment of women and minorities in all respects, including but not limited to hiring, promotion and transfer.

7. Equipment

Class A - 2 Door Transit type, 40' long, min. 49 seats 4 each
Class B - 2 Door Transit type, 35' long, min. 45 seats 2 each

... Commuter will purchase equipment to meet the specifications for type A and B buses. We have located a number of buses that would qualify.

Class C - Transit, Suburban or Intercity, 8 total. Four may seat 43 or more passengers, and the other 4 must seat at least 47.

... Commuter already owns 11 suburban buses 40' in length, which are currently unassigned. The seating capacities are as follows:

- 2 - 49 recliner
- 6 - 53 recliner
- 3 - 57 all forward facing non-reclining.

To fulfill the requirement for Class C buses, Commuter will assign the three 57 passenger coaches, and any combination of the 49-53 sizes as requested by the County. In the case of the 53's, at any time that passenger loads drop, the seating plan can be changed to 49, thereby providing excessive legroom.

The availability of the 49, 53 and 57 seat buses will be of considerable advantage to the County, in some cases making it possible for the need for an additional bus to be postponed, as up to 10 extra seats per bus (57 vs 47) will be available.

James C. Carson
6254 Paramount Boulevard
Long Beach, CA 90805
213-428-1285

EMPLOYMENT

- 1979 - Manager, half-owner, Commuter Bus Lines, Inc.,
present the nation's oldest and largest exclusive operator
of home-to-work subscription bus service; and
Transit Advisory & Management Services, a consulting
firm.
- 1972 - ARA Transportation Group, with 6,000 buses, one of
1979 the largest investor-owned bus fleets in the world.
- 1972 - President/General Manager, ARA Hawaiian
1975 operations- Leeward Bus Co., Ltd., School
Bus Services, Ltd., and Hawaiian Scenic
Tours, Ltd.
- 1975 - Western Area President, ARA Transportation
1979 Group. Responsible for operating budget
of over \$30 million with 2,000 buses and
2,500 employees in 19 western cities.
- 1971 - Mass Transit Administrator, City and County of
1972 Honolulu.
- 1969 - Assistant General Manager, San Diego Transit System
1971 with 350 buses and 700 employees
- 1961 - Southern California Rapid Transit District- regional
1969 system with 1,500 buses and 3,000 employees: Staff
Assistant to the General Superintendent of Transportation
and Division Manager with direct responsibility
for 350 buses and 500 drivers.
- 1945 - Cross Town Suburban Bus Lines, Inc.- a transit system
1961 serving 40 cities in Southern California. Progressed
through all levels to President and General
Manager.

EDUCATION

Compton City College, Compton, California
Fullerton Junior College, Fullerton, California
Los Angeles Metropolitan College, Los Angeles, California
Business Administration and Transportation Economics



☐ 1261 Silver Oak Way
SACRAMENTO, CA 95831
916-421-7781

☐ 6254 Paramount Blvd.
LONG BEACH, CA 90805
213-428-1285

James C. Carson, continued:

34 YEARS TRANSPORTATION EXPERIENCE

General Management
Financial Planning
Labor negotiations
Personnel management
Driver safety and training
Route layout
Schedule writing
Operations- all phases
California Public Utilities Commission- preparation and presentation
of cases before PUC; expert witness

TRADE ORGANIZATIONS

American Transit Association- Associate Member, 1954-61
Hawaiian School Bus Operators' Association- President, 1974-75
Oahu Traffic Safety Commission- Member, 1974-75
Western Motor Tariff Bureau- Member, Hawaiian Tariff Committee
Hawaiian Sight-seeing Association- Associate Member

OTHER AFFILIATIONS, PAST AND PRESENT

Lynwood Kiwanis Club
Lynwood Junior Chamber of Commerce- Past President; State Director

William D. Bourne
1261 Silver Oak Way
Sacramento, CA 95831
916-421-7781

EMPLOYMENT

- 1977 - President, half-owner, Consumer Bus Lines, Inc.,
present the nation's oldest and largest exclusive operator
of home-to-work subscription bus service; and
Transit Advisory & Management Services, a consulting
firm.
- 1962 - Sacramento Regional Transit District; General
1977 Manager for 12 years, 1965-77. Chief Executive
Officer of a regional transit operating and planning
agency, annual budget \$14 million, 223 buses,
500 employees.
- 1952 - Los Angeles Metropolitan Transit Authority (now
1962 known as Southern California Rapid Transit District)
and predecessor companies:
- 1952 - Owner-Manager, Southland Bus Lines, Inc., a
1959 transit, school contracting, charter and
sight-seeing operation in Los Angeles and
Orange Counties, California. Acquired by
Cross Town Suburban Bus Lines.
- 1959 - Director of Planning and Safety, Cross Town
1961 Suburban Bus Lines, a transit system serving
40 cities in Southern California. Acquired
by Los Angeles Metropolitan Transit Authority.
- 1961 - Assistant Transportation Engineer, Los Angeles
1962 Metropolitan Transit Authority; routing planning
and scheduling; projecting results of
operations for new or revised routes; budget
preparation.

EDUCATION

Long Beach City College, Long Beach, California
Pasadena City College, Pasadena, California
Orange Coast College, Costa Mesa, California

27 YEARS TRANSIT EXPERIENCE shown above and as a consultant:

General Management
Financial Planning
Personnel Management

continued...



□ 1261 Silver Oak Way
SACRAMENTO, CA 95831
916-421-7781

□ 8254 Paramount Blvd.
LONG BEACH, CA 90805
213-428-1285

William D. Bouche, continued:

Marketing- advertising, public and press relations
Data Processing- applications to bus operations
Labor- negotiation of labor contracts; employer representative
on arbitration panels
Driver safety and training
Planning
Route layout
Schedule writing
Operations- all phases
Maintenance
Equipment- specification writing, assembly line inspection,
acquisition and sale of equipment
California Public Utilities Commission- preparation and presen-
tation of cases before PUC; expert witness
Appraisals- motor coaches, tools, parts, supplies,
going concern value, severance
Transfer of assets- represented both buyers and sellers in
sale of transit operations
Legislation- active in legislative affairs affecting transit

TRADE ORGANIZATIONS

American Public Transit Association- member, Program Committee,
1965 - 1977
California Association of Publicly Owned Transit Systems-
Chairman, 1967 - 69
Executive Committee, 1967 - 77
Treasurer, 1975 - 77
Chairman, Dues & Membership Committee, 1971
Charter Member, California Bus Association
Motor Bus Society
Bus History Association

OTHER AFFILIATIONS, PAST AND PRESENT

Sacramento Rotary Club
Family Motor Coach Association
Travelers Aid Society- Past President
Sacramento Chapter, National Safety Council-
member, Board of Directors, 1965 - 77

COMMUTER BUS LINES, INC.
BALANCE SHEET
MAY 31 1981

ASSETS

CURRENT ASSETS

100	CASH AND WORKING FUNDS	400.00	
102	CASH IN BANK - FSB GEN	108,418.00	
112	ACCOUNTS RECEIVABLE	9,177.83	
113	ACCTS RECEIV-EMPLOYEES	78.31	
116	INVENTORY-FUEL	3,959.14	
117	INVENTORY-SPARE PARTS	9,325.00	
118	DEPOSITS & PREPAYMENTS	54,118.02	
	TOTAL CURRENT ASSETS		185,476.30

PROPERTY

120	FURNITURE AND FIXTURES	2,642.33	
121	LEASEHOLD IMPROVEMENTS	13,265.75	
122	REVENUE EQUIPMENT	460,985.89	
123	SERVICE CARS & EQUIPMENT	15,138.00	
124	SHOP & GARAGE EQUIPMENT	9,085.36	
125	MOBILE BUILDINGS	6,852.90	
	TOTAL PROPERTY	507,970.23	

ACCUM DEPRECIATION

140	FURNITURE AND FIXTURES	2,109.20-	
141	LEASEHOLD IMPROVEMENTS	13,253.68-	
142	REVENUE EQUIPMENT	274,832.55-	
143	SERVICE CARS & EQUIPMENT	9,342.12-	
144	SHOP & GARAGE EQUIPMENT	4,935.25-	
145	MOBILE BUILDINGS	2,707.68-	
	TOTAL ACCUM DEPRECIATION	307,180.48-	

NET PROPERTY

200,789.75

COMMUTER BUS LINES, INC.
BALANCE SHEET
MAY 31 1981

150	OTHER ASSETS		
	OTHER INTANGIBLE PROPERTY	7,413.14	
	TOTAL OTHER ASSETS		7,413.14
	DEPOSITS & PREPAYMENTS		
171	PREPAID INTEREST	7,349.91	
172	PREPAID TAXES & LICENSES	7,347.11	
173	W/C INSUR DEPOSIT	1,746.00	
174	PL/PD INSUR DEPOSIT	22,745.00	
175	PREPAID LEASE	1,850.00	
	TOTAL DEPOSITS & PREPAYMENTS		41,038.02
181	LESS TO CURRENT ASSET		41,038.02-
	TOTAL ASSETS		393,679.19

COMMUTER BUS LINES, INC.
BALANCE SHEET
MAY 31 1981

LIABILITIES & CAPITAL

CURRENT LIABILITIES

200	NOTES & CONTRACTS PAYABL	31,746.20-	
201	PROVISION FOR TIRES	11,510.93-	
202	TIRE EXPENSE PAID	10,074.00	
203	ACCOUNTS PAYABLE-TRADE	21,337.56-	
204	PL/PD PREMIUMS PAYABLE	10,001.00-	
207	WAGES PAYABLE	18,091.57-	
208	FEDERAL INCOME TAX W/H	7,592.52-	
209	FICA WITHHELD	4,997.73-	
210	SDI WITHHELD	409.92-	
212	STATE INCOME TAX W/H	1,004.94-	
213	EMPLOYER TAXES ACCRUED	6,609.97-	
214	P/R TAXES PAID	17,638.80	
218	ACCR FUEL & TRANSPORT TA	1,122.35-	
219	INCOME TAXES PAYABLE	14,297.32-	
240	CLEARING ACCOUNT	100.00-	
241	PAYROLL CLEARING	342.62	
	TOTAL CURRENT LIABILITIES		100,766.59-

LONG TERM DEBT

267	L-T NOTES & CONTRACTS PA	25,196.06-	
	TOTAL LONG TERM DEBT		25,196.06-

CAPITAL

271	COMMON STOCK	15,553.61-	
293	RETAINED EARNINGS	204,717.74-	
295	NET INCOME- LOSS	47,445.19-	
	TOTAL CAPITAL		267,716.54-

TOTAL LIABILITIES & CAPITAL

393,679.19-

COMMUTER BUS LINES, INC.
INCOME STATEMENT
05 MONTHS ENDING
MAY 31 1981

		CURRENT PERIOD	CUR-%	YEAR-TO-DATE	YTD-%	PRIOR CUR-%	PRIOR YTD-%
	INCOME						
300	PASS REV - SPACE	11,733.25-	9.17	56,769.25-	9.89	11.09-	10.00-
301	PASS REV - DOUGLAS	17,925.63-	14.02	75,972.98-	13.24	19.13-	19.41-
303	PASS REV - AUTONETICS	1,598.75-	1.25	8,124.00-	1.42	1.56-	2.08-
304	PASS REV - LAD	12,817.68-	10.02	66,552.66-	11.60	13.83-	14.12-
306	PASS REV - GEN TEL	8,201.91-	6.41	36,762.55-	6.41	7.46-	6.76-
307	PASS REV - CANNON	2,154.00-	1.68	9,388.00-	1.67	1.65-	1.00-
308	PASS REV - SAMSO	7,369.50-	5.76	32,455.00-	5.66	8.65-	8.78-
309	PASS REV - ROCKETDYNE	2,499.75-	1.95	11,057.50-	1.93	2.04-	2.07-
310	PASS REV - MISC	8,020.70-	6.27	34,528.49-	6.02	6.38-	6.53-
330	PASS REV-SACRAMENTO	13,162.45-	10.29	62,023.08-	10.81	4.35-	4.04-
	TOTAL PASSENGER REVENUE	85,483.62-	66.83	393,833.51-	68.64	76.62	76.04
- 15 -							
371	SPEC BUS REV - RACE TRAC	11,705.80-	9.15	61,110.30-	10.65	10.13-	11.19-
372	SPEC BUS REV - CONTRACT	26,361.00-	20.61	107,807.16-	18.79	9.40-	9.12-
373	SPEC BUS REV - CHARTER	4,312.35-	3.37	7,310.58-	1.27	3.85-	2.46-
374	SPEC BUS REV - LEASE			3,528.58-	.61		1.19-
	TOTAL SPECIAL BUS REVENUE	42,379.15-	33.13	179,756.62-	31.33	23.38	23.96
390	OTHER OPERATING REVENUE	40.00-	.03	175.00-	.03		
	TOTAL INCOME	127,902.77-	100.00	573,765.13-	100.00	100.00	100.00
	OPERATING EXPENSES						
	MAINTENANCE & GARAGE						
411	LABOR - REPAIR & SERVICE	11,052.05	8.64	49,406.10	8.61	7.43	6.63
412	MATERIALS & SUPPLIES	9,638.32	7.54	50,462.44	8.79	6.58	9.30
413	OUTSIDE SERVICES	5,489.50	4.29	31,006.85	5.40	13.84	6.82
416	TIRES & TUBES - REV EQUI	3,001.80	2.35	11,510.93	2.01	1.53	1.77
418	RECOVERED COSTS	170.00-	.13	170.00-	.03		1.26-
	TOTAL MAINT & GARAGE	29,011.67	22.68	142,216.32	24.79	29.38	23.23

COMMUTER BUS LINES, INC.
INCOME STATEMENT
05 MONTHS ENDING
MAY 31 1981

	CURRENT PERIOD	CUR-%	YEAR-TO-DATE	YTD-%	PRIOR CUR-%	PRIOR YTD-%
420	TRANSPORTATION					
421	DISPATCHING-SUPERVISION	3,875.00	3.03	15,450.00	2.69	
422	DRIVER-OTHER	6,211.87	4.86	26,393.27	4.60	
423	DRIVER-COMMUTER	12,713.02	9.94	59,597.87	10.39	17.98
424	FUEL	25,871.75	20.23	79,618.12	13.88	6.06
425	OIL	610.77	.48	4,380.30	.76	.98
426	OTHER TRANSPORTATION EXP	593.22	.46	2,912.68	.51	.90
	TOTAL TRANSPORTATION	49,875.63	38.99	188,352.24	32.83	25.91
445	TRAFFIC & ADVERTISING	916.63	.72	2,964.67	.52	.61
452	INSURANCE & SAFETY					
454	PL/PD PREMIUM & LOSSES	10,006.50	7.82	47,956.32	8.36	9.57
455	W/C INSURANCE	4,436.06	3.47	15,718.60	2.74	.22
	OTHER INSURANCE & EXPENS					.04
	TOTAL INSURANCE & SAFETY	14,442.56	11.29	63,674.92	11.10	9.35
460	GENERAL & ADMIN EXPENSE					
461	OFFICERS SALARIES	6,856.36	5.36	31,182.56	5.43	5.68
462	GENERAL OFFICE SALARIES	727.88	.57	3,810.94	.66	.50
463	OUTSIDE LEGAL & ACCTG EX	655.00	.51	1,855.00	.32	.20
464	OFFICE SUPPLIES & EXPENS	1,999.81	1.56	7,648.69	1.33	1.29
465	PAYROLL PROCESSING FEES	207.52	.16	880.29	.15	.16
466	EMPLOYEE WELFARE EXPENSE	811.88	.63	3,171.90	.55	.59
467	OTHER GENERAL EXPENSE	1,427.16	1.12	6,644.65	1.16	.98
468	CONSULTING FEES-BUS LINE	200.00	.16	200.00	.03	.17
	UNCOLLECTIBLE ACCOUNTS			15.29		
	TOTAL GENERAL & ADMIN EXP	12,885.61	10.07	55,380.74	9.65	9.39

COMMUTER BUS LINES, INC.
INCOME STATEMENT
05 MONTHS ENDING
MAY 31 1981

	CURRENT PERIOD	CUR-%	YEAR-TO-DATE	YTD-%	PRIOR CUR-%	PRIOR YTD-%
DEPRECIATION EXPENSE						
501 DEPREC - LEASEHOLD IMPRO	1,819.13	1.42	1,863.13	.32	.02	.02
502 DEPREC - REVENUE EQUIP	3,552.00	2.78	18,656.00	3.25	3.34	3.75
503 DEPREC - SVC CARS & EQUI	245.00	.19	775.00	.14	.39	.33
504 DEPREC - SHOP & GARAGE E	136.00	.11	1,208.00	.21	.11	.12
505 DEPREC - FURN & OFC EQUI	15.00	.01	305.00	.05	.02	.01
506 DEPREC - MOBILE BUILDING	70.00	.05	350.00	.06	.06	.06
TOTAL DEPRECIATION EXPENSE	5,837.13	4.56	23,157.13	4.04	3.93	4.30
OPER TAXES & LICENSES						
521 FUEL TAX AND WT. FEES	485.23	.38	8,799.10	1.53	1.32	1.98
522 LICENSE & REGISTRATION	295.97	.23	1,391.80	.24	.24	.36
524 PAYROLL TAXES	3,439.16	2.69	15,274.13	2.66	5.11	3.17
525 PTY TAX, BUS LIC & PERMI	166.08	.13	938.10	.16	.01	.03
TOT OPER TAXES & LICENSES	4,386.44	3.43	26,403.13	4.60	7.19	5.54
OPERATING RENTS						
531 EQUIPMENT RENTAL	60.00	.05	214.00	.04	.99	1.19
532 PROPERTY RENTAL	1,650.00	1.29	3,892.00	.68	.40	.48
TOTAL OPERATING RENTS	1,710.00	1.34	4,113.00	.72	1.39	1.67
TOTAL OPERATING EXPENSES	119,065.67	93.09	506,262.15	88.24	87.14	87.14
NET OPERATING INCOME- LOSS	8,837.10-	6.91	67,502.98-	11.76	12.86	12.86

COMMUTER BUS LINES, INC.
INCOME STATEMENT
05 MONTHS ENDING
MAY 31 1981

	CURRENT PERIOD	CUR-%	YEAR-TO-DATE	YTD-%	PRIOR CUR-%	PRIOR YTD-%
602 NON OPER INCOME & EXP						
603 GAIN- LOSS SVC VEH SALES			2.80			
604 SCRAP SALES	15.92-	.01	50.92-	.01	.43-	.52-
610 INTEREST INCOME					.02-	
611 TAMS CONSULTING INCOME			2,000.00-	.35		
700 TAMS CONSULTING EXPENSE			405.42	.07		
751 INTEREST EXPENSE	528.79	.41	2,755.17	.48	.87	1.00
	750.00	.59	3,750.00	.65	.62	.70
TOT NON OPER INCOME & EXP	1,262.87	.99	4,862.47	.85	1.05	1.29
NET BEFORE INCOME TAXES	7,574.23-	5.92	62,640.51-	10.92	11.81	11.57
INCOME TAXES						
801 FEDERAL INCOME TAX	1,287.62	1.01	9,711.30	1.69	2.01	1.77
802 STATE INCOME TAX	727.13	.57	5,484.02	.96	1.13	1.10
TOTAL INCOME TAXES	2,014.75	1.58	15,195.32	2.65	3.14	2.88
NET INCOME- LOSS	5,559.48-	4.35	47,445.19-	8.27	8.67	8.69

February 20, 1978

TO: All Employees

RE: SAFETY BULLETIN NO. 1

C O N C E P T O F D E F E N S I V E D R I V I N G

All accidents can be classified as "preventable" or "not preventable".

A "preventable accident" is defined as one arising out of a situation in which you failed to do everything that you reasonably could have been expected to do to prevent that accident.

A "not preventable" judgement will result if you have done everything that you can reasonably have been expected to do.

We are not concerned here with the concept of who is at fault. It can be the other driver's fault, yet you could have prevented the accident by driving defensively.

Example: You have a green light, and proceed. Another driver runs the red, and a collision results. If you did not do everything that you could reasonably be expected to do in order to avoid that accident, then it is "preventable". What are you expected to do in such a case? Answer, DON'T enter the intersection until you are reasonably sure that the cross traffic is either stopped, or intending to stop. A big responsibility on you? Yes, but it may be your life that you save!

When I was learning to drive a car, my mother used to say: "There are a lot of tombstones that should read 'It was the other guy's fault'". Don't let an accident that someone else is about to cause involve you.

Our own 'Admiral' Russ Byrd became a bus driver (at the age of 14 :) because he perceived this principal, even at that early age. He was riding on a Model T Ford bus, when the driver complained about going through an intersection (before stop signs). The bus driver said he was always afraid of being hit by cross traffic. When Byrd said "that's entirely up to you, you are in control of your bus", the driver said, "Here, you drive", and Byrd's career was born.

Drive defensively and live.

February 27, 1978

TO: All Employees

RE: SAFETY BULLETIN NO. 2

T H E M O S T F R E Q U E N T A C C I D E N T

Our first bulletin reminded us of the concept of defensive driving. It is then logical to deal next with the type of accident that most frequently results from the failure to drive defensively.

In 1977, the most frequent type of accident was the "turn squeeze".

The typical left turn squeeze, and some right turn squeeze accidents, involve double turn lanes. We have more than our share of these double turn lanes, since we serve large industries whose parking lots often have two lanes turning in or out.

When two adjacent lanes of traffic are turning simultaneously, several things can go wrong. The bus driver may fail to stay in the radius of his turn, or a vehicle on the right or left side of the bus may stray out of his radius. Perhaps the motorist fails to realize that the bus "cheats", a term describing the fact that even if the front and rear wheels of the bus stay within a certain radius, the center, or front overhang, or rear overhang may not do so; therefore it is the bus driver's responsibility to watch for motorists that are not making allowance for this, and STOP the bus before a collision can happen. (See next to last paragraph*)

The typical right turn squeeze accident happens when another vehicle (or worse yet, a bicycle) sneaks in between your bus and the curb or row of parked cars as you start to turn right. Or, perhaps one of those parked cars drives straight forward along the curb into the side of your bus as you turn right. YOU CAN PREVENT RIGHT TURN SQUEEZE ACCIDENTS. Check the right hand outside mirror constantly as you approach and execute the right turn. Drive slowly as you prepare for, and execute, the turn. Then, if you see a vehicle sneaking in as you glance in the mirror, you can STOP before contact is made. (See next paragraph*)

- * Please don't say it can't be done. I once proved this to a tough labor arbitrator by driving the bus through numerous turns and showing how you can watch what is going on ahead, AND STILL FLICK YOUR EYES CONSTANTLY TO THE MIRRORS to see what's happening alongside.

Two final hints- approaching to turn, position the bus as close as possible to the right or left edge of the road to keep out all but the smallest vehicles, and watch parked cars for signs that they may start forward or pull out - - like smoke coming out of the exhaust pipe, or a person sitting at the wheel.

Section 21 Non-Discrimination

CONTRACTOR agrees that in hiring employees for work under this Agreement, or any subcontract hereunder, neither he, nor any person acting on his behalf shall by reason of race, religion, color, national origin, ancestry, physical handicap, or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. Nor will CONTRACTOR discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, national origin, ancestry or sex.

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

SACRAMENTO TO WOODLAND

S	R	SACRAMENTO			H. SAC		DAVIS				WOODLAND			
C	O	CITY	DOWNTOWN		West	El	Tem-	DOWN	MEMO	An-	Col-	WOOD	YOLO	CITY
H	U	COL-	10th	9th	Cap-	Cem-	ple	TOWN	RIAL	der-	oma	LAND	GEN.	HALL
E	T	LEGE	&	&	itol	onte	&	4th	UN-	son	&	MEM.	HOSP.	1st
D	E	14th	"O"	"L"	&	&	Mon-	&	ION	&	Gib-	HOSP.	West	&
		Ave	Sts	Sts	5th	Cow-	arch	"B"		Han-	son	Cot-	Beam	Court
		&			St.	ell		Sts		over		ton-	-er&	
		Free										wood	Cot-	
		port										&Gib-	ton-	
												wood	App	Ar

(UT)

(UT) - Connection to University Transport System-School days only.

G - To garage or other line

7
SORRY, NO SATURDAY, SUNDAY OR HOLIDAY SERVICE

9	2	45	Lv	Lv	Lv	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	Ar	635a
1	7	45	...	600a	601a	...	..	...	...	...	...	...	...	...	...	703
-28	3	42	820a	833	835	841a	858a	902a	913a	916a	922a	933a	937a	942a	948	
-48	3	42	130p	143p	145p	151p	208p	212p	223p	226p	232p	242p	246p	250p	256p	
-99	7	42	419	432	434	441	501	505	516	519	525	535	539	543	549G	
63	4	45	...	436	438	...	...	..	...	...	...	...	..	..	505	
-34	6	45	505	516	518	...	...	.	...	.	...	...	...	...	545	

SACRAMENTO TO WOODLAND
Monday through Friday

Total Rider-ship	Sched.	Route	Starting Point		City College		Cordon Count	Downtown Sacramento		Cordon Count	West Sacramento		Cordon Count	Davis		Cordon Count	Woodland		Ending Point
			City College	10th & O Sts.	Total On	Total Off		Total On	Total Off		Total On	Total Off		Total On	Total Off		Total On	Total Off	
9	2	45		6:00a	--	--	--	8	0	8	--	--	--	--	--	--	1	5	6:35a
1	7	45		6:35	--	--	--	1	0	1	--	--	--	--	--	--	0	1	7:03
20	3	42	8:20		2	0	2	15	4	13	2	3	12	9	10	11	0	11	9:48
48	3	42	1:30p		13	1	12	17	1	28	3	7	24	14	20	18	1	18	2:56p
99	7	42	4:19		20	0	20	55	10	65	6	38	33	18	29	22	0	22	5:49
63	4	45		4:36p	--	--	--	63	0	63	--	--	--	--	--	--	--	16	5:05
34	6	45	5:05		2	0	2	32	2	32	--	--	--	--	--	--	--	9	5:45

WOODLAND TO SACRAMENTO
Monday through Friday

Total Rider-ship	Sched.	Route	Starting Point City Hall 1st & Court	Woodland		Cordon Count	Davis		Cordon Count	West Sacramento		Cordon Count	Downtown Sacramento		Cordon Count	City College		Ending Point		
				Total On	Total Off		Total On	Total Off		Total On	Total Off		Total On	Total Off		Total On	Total Off	9th & K Sts.	10th & O Sts.	City College
69	2	45	6:38a	64	2	62	--	--	--	--	--	--	1	55	8	4	12			7:38a
09	5	42	7:03	22	0	22	43	24	41	17	55	55	7	33	29	0	29			8:39
41	7	45	7:05	43	2	41	--	--	--	--	--	--	0	41	--	--	--	7:50a		
51	3	42	10:15	18	0	18	17	13	22	15	35	35	1	28	8	0	8			11:40
36	3	42	3:15p	15	0	15	12	17	10	8	15	15	1	16	--	--	--			
2	4	45	5:06	2	44	5	--	--	--	--	--	--	0	5	--	--	--	5:50		
0	6	45	5:45	0	23	0	--	--	--	--	--	--	0	0	--	--	--	6:29		

Pursuant to Paragraphs "2" and "5" of the Agreement for Public Transportation Services entered into on the _____ day of _____, 1981, the following table hereby sets forth the level of service and associated costs agreed to by the CONTRACTOR and the COUNTY OF YOLO effective for the Service Period indicated thereon:

SERVICE PERIOD: 1-1-82 to 6-30-83

Item No.	Description	Quantities	Unit Cost	Total Annual Cost	
1a	Class A Buses	4 each	\$ _____/Yr	\$	
1b	Class B Buses	2 each	\$ _____/Yr	\$	
1c	Class C Buses	8 each	\$ _____/Yr.	\$	
2a	Line 40	47,353.5 mi	\$ _____/Mi.	\$	
2b	Line 40	3,870.9 hr	\$ _____/Hr.	\$	
3a	Line 41	52,659.1 mi	\$ _____/Mi.	\$	
3b	Line 41	4,122.2 hr	\$ _____/Hr.	\$	
4a	Line 42	267,371.2 mi	\$ _____/Mi.	\$	
4b	Line 42	12,135.3 hr	\$ _____/Hr.	\$	(See Copy of (proposal) (attached))
5a	Line 43	23,034.15 mi	\$ _____/Mi.	\$	
5b	Line 43	902.7 hr	\$ _____/Hr.	\$	
6a	Line 44	31,285.9 mi	\$ _____/Mi.	\$	
6b	Line 44	1,216.4 hr.	\$ _____/Hr.	\$	
7a	Line 45	45,798.0 mi.	\$ _____/Mi.	\$	
7b	Line 45	1,298.0 hr.	\$ _____/Hr.	\$	
Total				\$ _____	

Monthly Payment = \$ _____ = \$ _____/month
12

Modifications to this service level shall be accomplished in the manner set forth in the cited Agreement.

There shall be an adjustment of rates as of the first day of July of each year as set forth in Paragraph "5" of this Agreement to which this Exhibit is attached.

DIRECTOR OF PUBLIC WORKS

CONTRACTOR

Date: _____

Date: _____

Exhibit A

COUNTY OF YOLO
STATE OF CALIFORNIA

PROPOSAL,

FOR THE

IMPLEMENTATION, OPERATION AND MAINTENANCE

OF A

PUBLIC TRANSPORTATION SYSTEM

FOR THE

COUNTY OF YOLO, CITY OF WOODLAND AND CITY OF DAVENPORT

Board of Supervisors
County of Yolo
County Courthouse
Woodland, CA 95695

The undersigned, as bidder, declares that he has carefully examined the location of the proposed system, the other contract documents, and the requirements therein referred to; and he proposes and agrees that, if this proposal be accepted, he will contract with the County of Yolo, State of California, to provide all necessary machinery, tools, apparatus, labor, and equipment, and to do all the work specified in the contract, in the manner and time therein set forth, required to implement, operate, and maintain the system.

The Contractor proposes and agrees to contract with said County of Yolo to furnish and perform all the above-described work including subsidiary obligations as defined in said contract documents and specifications, for the following prices, to wit:

Item No.	Description	Quantities	Unit Cost	Total Annual Cost
1a	<u>Class A Buses</u>	4 <u>each</u>	\$ 14,110 /yr	\$ 56,440.00
1b	<u>Class B Buses</u>	2 <u>each</u>	\$ 14,110 /yr	\$ 28,220.00
1c	<u>Class C Buses</u>	8 <u>each</u>	\$ 6,540 /yr	\$ 52,320.00
2a	Line 40	47,353.5 <u>mi</u>	\$.6562 /mi	\$ 31,073.37
2b	Line 40	3,870.9 <u>hr.</u>	\$ 18.63 /hr	\$ 72,114.87
3a	Line 41	52,659.1 <u>mi.</u>	\$.6562 /mi	\$ 34,554.90
3b	Line 41	4,122.2 <u>hr.</u>	\$ 18.63 /hr	\$ 76,796.59
4a	Line 42	267,371.2 <u>mi.</u>	\$.6562 /mi	\$ 175,448.98
4b	Line 42	12,135.3 <u>hr.</u>	\$ 18.63 /hr.	\$ 226,080.64
5a	Line 43	23,034.15 <u>mi.</u>	\$.6562 /mi	\$ 15,115.01
5b	Line 43	902.7 <u>hr</u>	\$ 18.63 /hr	\$ 16,817.30
6a	Line 44	31,285.9 <u>mi.</u>	\$.6562 /mi	\$ 20,529.81
6b	Line 44	1,216.4 <u>hr.</u>	\$ 18.63 /hr.	\$ 22,661.53
7a	Line 45	45,798.0 <u>mi.</u>	\$.6562 /mi.	\$ 30,052.55
7b	Line 45	1,298.0 <u>hr.</u>	\$ 18.63 /hr.	\$ 24,181.74

TOTAL COST \$ 882,407.39

JAN - 8 1982

AGREEMENT NO. 82-1

PETE E. LUCAS, CLERK OF THE BOARD
DEPUTY

(Agreement for Certain Research Services)

THIS AGREEMENT, made and entered into this 5th day of January, 1982, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Jason A. Tyburczy, hereinafter referred to as PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY is desirous of obtaining a qualified research assistant to replicate the study completed under Agreement 80-136 for the Bates Act Residential Treatment Program; to determine the level of disability; and, to measure patient progress, therefore, the effectiveness of the Community Residential Treatment System Program.

2. PROVIDER represents he possesses the requisite available expertise.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions setforth below.

1. DESCRIPTION OF SERVICES:

- a. Replicate the study completed under Agreement 80-136 for the Bates Act Residential Treatment Program; to determine the level of disability; and, to measure patient progress.
- b. Evaluate the psychological status of patients entering Community Residential Treatment System Program.
- c. Compile statistical abstracts of cumulative patients' statuses.

2. PAYMENT:

- a. COUNTY will compensate PROVIDER for said services at the rate of SEVEN DOLLARS and THIRTY-FOUR CENTS (7.34) per hour.
- b. The maximum payment from COUNTY to PROVIDER shall be a sum not to exceed

1 TWO THOUSAND FIVE-HUNDRED DOLLARS (\$2,500).

2 c. COUNTY will pay mileage at the prevailing COUNTY limit and telephone
3 costs.

4 d. Payments shall be made by COUNTY to PROVIDER monthly upon submission of
5 a claim to COUNTY countersigned and approved by the Director of COUNTY
6 Mental Health Services or his designee(s).

7 3. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and
8 shall be construed to be that PROVIDER is an independent contractor of
9 COUNTY, and not an agent. At no time during the performance of this Agree-
10 ment is an employee, agent or contractor of PROVIDER an employee, agent or
11 contractor of COUNTY for any purpose, nor shall be construed to be so.

12 4. LIABILITY: COUNTY assumes all responsibility for services covered under the
13 performance of this Agreement. COUNTY agrees to defend, indemnify and hold
14 PROVIDER harmless for any and all claims, liability or loss arising in any
15 way out of the negligent performance of this Agreement. COUNTY does not
16 assume responsibility or agree to defend, indemnify, or hold PROVIDER harm-
17 less from claims, liability, or loss arising from intentional conduct of
18 PROVIDER.

19 5. COMMUNITY SERVICE SYSTEMS MANUAL: PROVIDER agrees to comply with all of the
20 provisions contained in the Community Services Systems Manual, incorporated
21 herein by reference.

22 6. AMENDMENTS: This writing, together with any exhibits attached hereto, fully
23 expresses all understandings of the parties concerning all matters covered
24 and shall constitute the total Agreement. No modification whether by writ-
25 ten or verbal understanding of the parties, their officers, agents or
26 employees, shall be valid unless made in the form of a written amendment to
27 this Agreement which is formally approved and executed by the parties exe-
28 cuting this Agreement or their successors in office.

1 7. ~~Term~~: This Agreement shall commence on upon execution, and termi-
2 nate March 31, 1982. This Agreement may be terminated by either
3 party upon thirty (30) days' written notice to the other of such intention.

4 IN WITNESS WHEREOF, the parties herein have executed this Agreement
5 as of the day and year hereinabove set forth

6
7 COUNTY OF YOLO, a political sub-
8 division of the State of California

9
10 BY Robert N. Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS

11 ATTEST:

12 PETE LUCAS, CLERK
13 BOARD OF SUPERVISORS

14
15 BY Paula M. Cooper
DEPUTY

16
17 MENTAL HEALTH SERVICES

18
19 BY Jason A. Zybrun

20 BY C. P. Thomson
DIRECTOR

21
22 The undersigned Deputy Clerk
23 of the Board of Supervisors
24 certifies that pursuant to
25 Section 25103 of the Govern-
26 ment Code, delivery of this
27 document has been made to the
28 Chairman of the Board of
Supervisors.

APPROVED AS TO FORM
COUNTY CLERK
COUNTY OF YOLO

24
25
26 BY Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Paula M. Cooper
Deputy

AN - 8 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY Pete E. Lucas
DEPUTY

AGREEMENT NO. 82-2

THIS AGREEMENT, dated this 5th day of January, 1982, in the State of California, by and between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and CONSTANCE HIBBARD, R.D., hereinafter called DIETITIAN.

W I T N E S S E T H :

- I. In consideration of the covenants of COUNTY herein, DIETITIAN agrees during the term of this agreement to perform the following services in accordance with the minimum standards for Juvenile Halls adopted by the California Youth Authority on September 5, 1978:
- A. To review proposed monthly menus as supplied to the Juvenile Hall by the Sheriff's Department;
 - B. To analyze menus as to their meeting of basic nutrition requirements and to make recommendations in accordance with her observations of menus as to inadequacies;
 - C. To make at least monthly unannounced inspections of food at its place of service in the Juvenile Hall.
- II. In consideration of the covenants of DIETITIAN herein, COUNTY agrees to pay DIETITIAN the sum of FIFTY-FIVE (\$55) DOLLARS per month on presentation of a claim therefor.
- III. IT IS MUTUALLY AGREED AS FOLLOWS:
- A. In the performance of the work, duties and obligations devolving upon her under this Agreement, DIETITIAN is at all times acting and performing as an independent contractor practicing her profession as a consulting

1
2 dietitian. COUNTY shall not have nor exercise any
3 control or direction over the methods by which
4 DIETITIAN shall perform her work and functions except
5 as specified elsewhere in this Agreement and except
6 that DIETITIAN does by this Agreement agree to perform
7 her work and functions at all times in strict
8 accordance with currently approved methods and
9 practices in her profession and that the sole interest
10 of COUNTY is to assure that said work and functions
11 shall be performed and rendered in a competent and
12 efficient and satisfactory manner.

13 B. The term of this Agreement shall commence on July 1,
14 1981; and shall terminate on June 30, 1982; provided,
15 however, this Agreement may be terminated by either
16 party hereto by a 30-day written notice or intention
17 to terminate said Agreement.

18 C. DIETITIAN represents that she is registered with the
19 American Dietetic Association and agrees to maintain
20 such registration during the term of this Agreement.

21 D. No alteration or variation of the terms of this Agree-
22 ment shall be valid unless made in writing and signed
23 by the parties hereto, and no oral understandings or
24 agreements not incorporated herein and no alterations
25 or variations of the terms hereof unless so made shall
26 be binding on the parties.

27 E. This Agreement supersedes all prior Agreements between
28 the parties.

1
2 IN WITNESS WHEREOF, the parties hereto have executed this
3 Agreement on the day and year first above set forth.

4 COUNTY OF YOLO, a political subdivision
5 of the State of California

6 BY Robert M. Clark
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO, STATE OF CALIFORNIA

9 ATTEST:

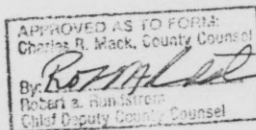
10 PETE E. LUCAS, CLERK
11 BOARD OF SUPERVISORS

12 BY Paula M. Casper
13 DEPUTY

14 (SEAL)

15 CONTRACTOR:

16 BY Constance Hibbard
17 CONSTANCE HIBBARD, R.D.



The undersigned Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M. Casper
Deputy

REQUEST FOR MODIFICATION TO CONTRACT # 80-303

REQUEST DATE September 1, 1981

CETA TITLE: VI Project

CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD/Bicycle
Safety Program

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 1,758☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To increase the total amount of funds authorized under the contract.

To increase the authorized position classification by one additional participant.

To authorize a position classification of Assistant II Trainee for the additional authorized position.

FILED

JAN 11 1982

MODIFICATION

The attached operating budget supercedes the original and modified version (Agreement #81-27) of the contract budget effective February 20, 1981.

PETE E. LUCAS, CLERK OF THE BOARD

\$10,910
New grant total and fixed price*P. C. Harrison*
Signature of program operator20281
Date

Recommendation and/or comments by staff:

☐ Approve☐ Disapprove

Recommendation of the MAPC:

☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.*Robert N. Black*
Signature of Authorized OfficerJAN -5 1981
Date10/1/80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 80-303

☐ ORIGINAL

☒ REVISION NO. 002

DATE September 25, 1981

Subgrantee Name and Address:

U.C. Davis

312 Mrak Hall

Davis, CA 95616

Contact Person: Emily Mast

Phone 752-7300

Period: From 10-1-80 To 9-30-81

Program Name: Bicycle Safety Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						--			--
NOV.						369			369
DEC.						855			855
JAN.						781			781
FEB.						977			977
MAR.						1,538			1,538
APR.						1,538			1,538
MAY						1,673			1,673
JUNE						1,561			1,561
JULY						1,249			1,249
AUG.						369			369
SEPT.						-			-
TOTAL						10,910			10,910

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			-	-				-
NOV.			365	4				369
DEC.			736	119				855
JAN.			736	45				781
FEB.			923	54				977
MAR.			1,472	66				1,538
APR.			1,472	66				1,538
MAY			1,472	201				1,673
JUNE			1,472	89				1,561
JULY			1,152	97				1,249
AUG.			365	4				369
SEPT.			-	-				-
TOTAL			10,165	745				10,910

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

John A. Halden
Program Operator

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Shirley Halden
Fiscal Officer

Maigaut J. Halden
CETA Director

10/16/81
Date

10/16/81
Date

YOLU COUNTY AIRPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency:
2. Title VI Project Name:
3. Position Title:
4. Date Submitted:

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 745.	\$ 736.
a. Base Salary	\$	\$
b. Additional Holiday Pay	\$	\$
c. Additional Shift Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits	\$	\$
a. Social Security..... %	\$	\$
b. Medical Insurance	\$ 39.	\$ 39.
c. Dental Plan	\$	\$
d. Uniform Allowance	\$	\$
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X _____ X _____ =	\$ 8.	\$ 8.
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$
g. Other (specify)		
Life Insurance .10%	\$ 1.	\$ 1.
Non-Individual Disability .29%	\$ 2.	\$ 2.
Accrued Vacation 6.16%	\$ 46.	\$ 46.
10. Total Fringe Benefits Cost	\$ 96.	\$ 96.
11. Total Position Cost	\$ 841.	\$ 832.

12. Anticipated Salary Increases

a. Cost of Living

_____ % Effective Date 7-1-81 \$ -- 75. \$ --

_____ % Effective Date _____ \$ _____ \$ _____

b. Step Increases

_____ % Effective Date _____ \$ _____ \$ _____

_____ % Effective Date _____ \$ _____ \$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$ 9,481	\$ 8,832
b. Fringe Benefits	\$ 767	\$ 1,152
c. Total	\$ 10,248	\$ 9,984

14. Number of Positions Being Requested 2

15. Prepared By:

MODIFICATION

82-4

BK

REQUEST FOR MODIFICATION TO CONTRACT # 80-308

REQUEST DATE September 1, 1981

CETA TITLE: VI Project

CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: UCD - Police Records
Computerization

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$ 6,280.42

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To deobligate all funds authorized for this project, transferring said funds to Contract Number 80-303 (Modified Agreement #81-27) effective February 20, 1981.

To provide for the transfer of the project participant to activities authorized under Contract Number 80-303 (Modified Agreement #81-27) effective February 20, 1981

FILED

JAN 11 1982

MODIFICATION

PETE E. LUCAS, CLERK OF THE BOARD
BY Anna M. Tolan
DEPUTY

This modification cancels all funds to Contract #80-308 and transfers said funds to Contract #80-303 (Modified Agreement #81-27), effective February 20, 1981.

This modification provides for the transfer of the project participant to activities authorized under Contract # 80-303 (Modified Agreement #81-27) and a change in position classification consistent with Contract #80-303 (Modified Agreement #81-27), effective February 20, 1981.

\$2,039.58

New grant total and fixed price

Anna M. Tolan

Signature of program operator

220281

Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC:

☐ Approve☐ Disapprove

ACTION OF THE YOLQ COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.Robert N. Black
Signature of Authorized OfficerJAN - 5 1981
Date10/1/80
Effective date of modification

CETA OPERATING BUDGET

TITLE: VI ProjectsCONTRACT NO. 80-308☐ ORIGINAL☒ REVISION NO. 002DATE September 9, 1981

Subgrantee Name and Address:

Contact Person: Emily MastU.C. DavisPhone 752-7300312 Mrak HallPeriod: From 10-1-80 To 2-20-81Davis, CA 95616

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OUT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						-0			-0
NOV.						-0			-0
DEC.						608.67			608.67
JAN.						914.43			914.43
FEB.						516.48			516.48
MAR.						-0			-0
APR.						-0			-0
MAY						-0			-0
JUNE						-0			-0
JULY						-0			-0
AUG.						-0			-0
SEPT.						-0			-0
TOTAL						2,039.58			2,039.58

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			-0	-0				-0
NOV.			-0	-0				-0
DEC.			602.18	6.49				608.67
JAN.			696.06	218.37				914.43
FEB.			402.30	114.18				516.48
MAR.			-0	-0				-0
APR.			-0	-0				-0
MAY			-0	-0				-0
JUNE			-0	-0				-0
JULY			-0	-0				-0
AUG.			-0	-0				-0
SEPT.			-0	-0				-0
TOTAL			1,700.54	339.04				2,039.58

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Theresa Wagner (12/2/81)
Program Operator

Name and Title of Authorized Official

For CETA Approval Only:

Sharon Wilson
 Fiscal Officer

Margaret C. Steller
 CETA Director

Signature

12/2/81
Date12/2/81
Date

INDIVIDUAL BUDGET

1. Name of Agency:
2. Title VI Project Name:
3. Position Title:
4. Date Submitted:

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 738.00	\$ 702.00
a. Base Salary	\$ 738.00	\$ 702.00
b. Additional Holiday Pay	\$	\$
c. Additional Shifty Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits	\$	\$
a. Social Security.....%	\$	\$
b. Medical Insurance	\$ 39.00	\$ 36.72
c. Dental Plan	\$	\$
d. Uniform Allowance	\$	\$
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
X X =	\$ 7.75	\$ 7.37
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$
g. Other (specify)	.74	.70
	\$ 2.14	\$ 2.05
	\$ 45.46	\$ 43.25
10. Total Fringe Benefits Cost	\$ 95.09	\$ 90.09
11. Total Position Cost	\$ 833.09	\$ 792.09

12. Anticipated Salary Increases

a. Cost of Living

% Effective Date 1 July 1981	\$ 37.00	\$ -0-
% Effective Date	\$	\$

b. Step Increases

% Effective Date	\$	\$
% Effective Date	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$ 8,967	\$ 8,424
b. Fringe Benefits	\$ 1,141	\$ 1,092
c. Total	\$ 10,108	\$ 9,516

14. Number of Positions Being Requested

15. Prepared By:

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Title CWETA and CETA Title VII

Agreement/
Subgrant No. **82-5 1**

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Yuba Community College

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Yuba Community College

hereinafter referred to as SUBGRANTEE.
The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

JAN 11 1982

PROGRAM : Farmworkers Upgrade Program

MAILING ADDRESS : 635 California Street

PETER P. LUCAS, CLERK OF THE BOARD
BY Robert N. Black
DEPUTY

CITY & STATE : Woodland, CA

PHONE : 666-4454

PROGRAM DIRECTOR : Marian Shivers

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on November 23, 1981

The term of the SUBGRANT shall end on March 25, 1982

The total amount of the SUBGRANT is \$15,000

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Earl Orum

By Signature

Robert N. Black

Name and Title
Earl Orum
Dean of Instruction

Date
12/8/81

Name and Title

Date
JAN - 5 1981

Robert N. Black, Chairman
Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 23rd day of November 1981,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Yuba Community College
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. Yuba Community College is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678
16 679 and 680

17 (d) ~~XX~~

18 (e) ~~XX~~

19 (f) CFR Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h) CWETA Regulations

22 (i) Program Narrative

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin November 23, 1981,
8 and shall end March 25, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

16 (a) Total Reimbursement shall not exceed the amount of \$15,000,
17 as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:

20 (1) Within ten (10) days following the completion of each
21 calendar month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.

24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.

2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Department
17 of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR. Reim-
21 bursement for costs incurred in the performance of this contract
22 will not be paid for claims received after January 31 of the year
23 following the end of this agreement.

24 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
25 PRIME SPONSOR has made applications to the United States Department
26 of Labor for a grant of funds under the Comprehensive Employment
27 and Training Act of 1973, as amended, for the purpose of funding
28 services under this contract and that PRIME SPONSOR is not

1 obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
2 obligated to provide services under the contract until such
3 funds are made available to PRIME SPONSOR by the Department
4 of Labor.

5 (e) Approved claims shall be paid only from funds granted to PRIME
6 SPONSOR by the Department of Labor.

7 5. Records, Audits Inspection

8 (a) Establishment and Maintenance of Records

9 The SUBGRANTEE shall maintain records, including but not limited to
10 books, financial records, supporting documents, statistical records,
11 personnel, property, participant, and all other pertinent records
12 sufficient to reflect properly, (a) all direct and indirect costs
13 of whatsoever nature claimed to have been incurred and anticipated
14 to be incurred to perform this contract, and (b), all costs
15 incurred by PRIME SPONSOR based upon representations of SUBGRANTEE,
16 including but not limited to situations where PRIME SPONSOR pays
17 wages, allowances, or other benefits to participants or other
18 contractors based on SUBGRANTEE's reporting hours worked, training
19 attended, or services provided, and (c) all other matters covered
20 by this SUBGRANT for which the maintenance and retention of records
21 is required by law, including but not limited to U. S. GSA Federal
22 Management Circular 74-4, and regulations of the U. S. Department
23 of Labor, including but not limited to CFR §676.35 and 41 CFR
24 §29-70.203. The obligation to maintain and preserve records shall
25 not be diminished by any instructions or advice given by PRIME
26 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports
27 to PRIME SPONSOR.

28 ////

1 (b) Preservation of Records

2 SUBGRANTEE shall preserve and make available its records related
3 to this SUBGRANT (a) until the expiration of three (3) years from
4 the date of final payment to SUBGRANTEE under this SUBGRANT except
5 that records relating to participants' participation in a CETA
6 program shall be maintained for each participant for a period of
7 five (5) years from the date of enrollment into the program.
8 If, prior to the expiration of the required retention period, any
9 litigation or audit is begun or a claim is instituted involving the
10 records, SUBGRANTEE shall retain the records beyond the retention
11 period until the litigation, audit findings, or audit findings, or
12 claim has been finally resolved.

13 (c) Accounting by SUBGRANTEE

14 SUBGRANTEE shall establish and maintain at all times, on a current
15 basis in conjunction with the Program, an adequate accrual system
16 of accounting covering all costs, items and expenditures with
17 respect to the Program, in accordance with generally accepted
18 accounting principles and standards, and in accordance with
19 requirements of the general government and any PRIME SPONSOR
20 requirements as set forth in the "Subgrantees' Fiscal Activities
21 Manual." Except in a case where a fixed unit cost for reimburse-
22 ment is specified in this SUBGRANT as the method for reimbursement.

23 (d) Examination of Records and Facilities

24 At any time during normal business hours, PRIME SPONSOR and/or
25 United States Federal Department of Labor or any of their duly
26 authorized representatives thereof, shall until expiration of
27 three (3) years after final payment under this SUBGRANT, or any
28 longer period as required by applicable law, have access to and

1 the right to examine its offices, and facilities engaged in
2 performance of this SUBGRANT and all its records with respect to
3 all matters covered by this SUBGRANT, including the right to audit,
4 examine and make excerpts of transcripts and from such records to
5 make audit of all contracts and subcontracts, invoices, payrolls,
6 supportive services, classroom training costs, records or personnel
7 conditions of employment, material and all other data relating to
8 matters covered by the SUBGRANT. The SUBGRANTEE also understands
9 and agrees that the PRIME SPONSOR and/or United States Federal
10 Department of Labor or any of their duly authorized representatives
11 has the right to make unannounced visits to the SUBGRANTEES
12 facilities to observe, audit and/or monitor all conditions and
13 activities involved in the performance of this agreement.

14 (e) Documentation of Cost

15 All cost shall be supported by properly executed payrolls, time
16 records, invoices, contracts, or vouchers or other official
17 documentation evidencing in proper detail the nature and the
18 propriety of the charge. All checks, payrolls, accounting docu-
19 ments, pertaining in whole or part of this contract shall be
20 clearly identified and readily accessible.

21 6. Interest on Debts

22 If a debt is established against the Prime Sponsor because of disallowed
23 cost arising from an audit of the Subgrantee, and the Department of
24 Labor charges the Prime Sponsor interest on the debt, the Subgrantee is
25 required to pay the interest charge on the debt at the rate in effect as
26 determined by the Department of Labor.

27 ////

28 ////

1 7. Suspension or Disallowance of Payments

2 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
3 allow payment of SUBGRANTEE in whole or part or to demand repayment under
4 this Agreement in the event of any of the following occurrences to wit:

- 5 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
6 of any nature with respect to any information or data furnished to
7 PRIME SPONSOR in connection with Program.
8 (b) If SUBGRANTEE is in default under any provisions of this agreement.
9 (c) If SUBGRANTEE maintains a pattern of discrimination.
10 (d) If SUBGRANTEE incurs unreasonable administrative costs in the
11 conduct of activities and program.
12 (e) If the SUBGRANTEE fails to comply with any other terms and
13 conditions of this SUBGRANT.
14 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are
15 incorrect or incomplete in any material respect.

16 8. Waiver of Statute of Limitations

17 The County of Yolo is subject to fiscal and compliance audits required by
18 the U. S. Department of Labor which include the performance of SUBGRANTEE
19 under this subgrant, and the County of Yolo may incur liability to the
20 U. S. Department of Labor for the SUBGRANTEE's performance of this
21 subgrant. Past experience indicates that controversies with the U. S.
22 Department of Labor may not be resolved within the period of the statute
23 of limitations on actions by County of Yolo against subgrantee arising
24 out of subgrantee's performance or non-performance of and compliance
25 with the terms of this subgrant. In consideration of the promises of
26 the County of Yolo herein, SUBGRANTEE promises not to plead the statute
27 of limitations in any action brought against it by the County of Yolo
28 arising out of this subgrant or its performance or non-performance or

1 compliance with its terms or conditions, and subgrantee agrees that it
2 shall and hereby does waive any defense that it may have against such
3 suit by virtue of any statute of limitations; provided, however, that
4 such suit shall be brought, if at all, on or before the expiration of
5 two years after final determination of any controversy between the County
6 of Yolo and the U. S. Department of Labor (including any litigation
7 arising therefrom), and further provided that such suit shall be brought,
8 if at all, before the expiration of four years after the statute of
9 limitation otherwise prescribed by law.

10 9. Termination of SUBGRANT

11 (a) With Cause

12 PRIME SPONSOR may terminate the SUBGRANT in the following instances
13 by giving written notice to the SUBGRANTEE at least five (5) days
14 prior to the effective termination date stated in the notice:

- 15 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
16 and proper manner its obligations under this Agreement.
- 17 (2) If SUBGRANTEE shall violate any of the covenants or stipu-
18 lations of this Agreement.
- 19 (3) If the grant from the U. S. Department of Labor under which
20 this Agreement is made is terminated.
- 21 (4) If SUBGRANTEE is unable or unwilling to comply with such
22 additional conditions as may be lawfully applied by the U. S.
23 Department of Labor to the grant under which this Agreement
24 is made. SUBGRANTEE shall not be relieved of liability to
25 PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue
26 of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR
27 may withhold any reimbursement to SUBGRANTEE for the purpose
28

23 ////

1 of setoff until such time as the exact amount of damages
2 due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise
3 determined.

4 (b) Without Cause

5 Either party may terminate this SUBGRANT at any time by giving
6 written notice to the other party of such terminations and
7 specifying the effective date thereof, at least 30 days before the
8 effective date of such termination. If the SUBGRANT is terminated
9 as provided herein, SUBGRANTEE will be paid an amount which the
10 same ratio to the total compensation as the service actually
11 performed bears to the total services of SUBGRANTEE covered by
12 this SUBGRANT, less payments of compensation previously made.

13 10. Severability of Provisions

14 If any provisions of this SUBGRANT are held invalid, the remainder of
15 this SUBGRANT shall not be affected thereby, if such remainder would
16 then continue to conform to terms and requirements of applicable law.

17 11. Hold Harmless Clause

18 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR,
19 its officers, employees and agents from and against all claims, losses,
20 liabilities, or damages including attorney fees, arising out of or
21 resulting from the performance of this Agreement, caused in whole or
22 in part by any negligent act or omission of SUBGRANTEE or anyone directly
23 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
24 caused in part by a party indemnified hereunder.

25 12. Legal Relationship

26 (a) It is herein understood and agreed that SUBGRANTEE is an
27 independent contractor and that no relationship of employer-
28 employee exists between the parties hereto. That SUBGRANTEE

1 shall not be entitled to any benefits available to employees of
2 PRIME SPONSOR. That PRIME SPONSOR is not required to make any
3 deductions from the compensation payable to SUBGRANTEE under the
4 provision of this Agreement; that as an independent contractor,
5 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all
6 claims that may be made against PRIME SPONSOR based upon any
7 contention by any third party that an employer-employee relation-
8 ship exists by reason of this Agreement.

9 (b) It is further understood and agreed by the parties hereto that
10 SUBGRANTEE in the performance of its obligations hereunder is
11 subject to the control or direction of PRIME SPONSOR merely as to
12 the result to be accomplished by the services herein agreed to be
13 rendered and performed and not as to the means and methods for
14 accomplishing the result.

15 (c) If, in the performance of this Agreement, any third persons are
16 employed as employees of SUBGRANTEE, such person shall be employed
17 by and shall be entirely and exclusively under direction, super-
18 vision and control of said SUBGRANTEE. All terms of employment
19 of said persons, including hours, wages, working conditions,
20 discipline, hiring and discharging or any other terms of employment
21 or requirements of law, shall be made by said SUBGRANTEE, and
22 PRIME SPONSOR shall have no right or authority over said persons
23 or the terms of such employment, except as required by CETA or
24 regulations promulgated thereunder.

25 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
26 expressly assumes and accepts exclusive liability as an employer
27 under the Federal Insurance Contributions Act, the Federal
28 Unemployment Tax Act, Federal Social Security Acts, the Unemployment

1 Compensation Act, or any other Federal or State laws or acts which
2 in any way affect or relate to the relationship of employer and
3 employee, and shall be liable for any Social Security, Unemployment
4 Compensation or other taxes or penalties arising or levied by
5 reason of the employment of such persons employed by it. PRIME
6 SPONSOR shall not be liable for any worker's compensation or other
7 benefits accruing under any Federal or State law or acts to any
8 persons employed by the said SUBGRANTEE under this Agreement, but
9 such liability, if any, shall be exclusively that of SUBGRANTEE.

10 13. Monthly Report

11 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
12 sible for filing monthly reports with PRIME SPONSOR. Each report shall
13 be made on forms approved by PRIME SPONSOR and shall contain all data
14 and information concerning both quality and quantity of program perfor-
15 mance required by PRIME SPONSOR. Each report shall set forth the extent
16 to which the Program Performance Goals have been met and shall explain
17 in detail the reasons any such plans have not been met. Each report
18 shall set forth the extent expenditures exceed a prorata portion of the
19 entire budget category for the term of this program and shall explain
20 in detail the reasons for such excess.

21 14. Procedures for Corrective Action

- 22 (a) Whenever the PRIME SPONSOR determines in the manner set forth
23 herein that SUBGRANTEE has failed to comply with any provision of
24 this SUBGRANT, the PRIME SPONSOR may order corrective action.
25 (b) Before making such an order, the PRIME SPONSOR shall give
26 SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's
27 non-compliance and a procedure whereby SUBGRANTEE and its officers
28 or responsible employees may have an opportunity to meet with the

1 PRIME SPONSOR for the purposes of considering the need for and
2 nature of corrective action.

3 (c) An order for corrective action shall be in writing and shall set
4 forth specific directions for corrective action and a detailed
5 timetable for implementing the specific directions for reporting
6 to PRIME SPONSOR as to implementation. The order shall be served
7 on SUBGRANTEE.

8 (d) If SUBGRANTEE shall fail to implement an order for corrective
9 action, or if it shall fail to do so within the timetable set for
10 implementation, the PRIME SPONSOR may recommend that the Governing
11 Body suspend payments hereunder or terminate this SUBGRANT.

12 (e) If SUBGRANTEE shall fail to comply with the administrative require-
13 ments of this SUBGRANT, such as those requiring the timely sub-
14 mission of all periodic reports, and if such failure shall not be
15 suggestive of other apparent misfeasance, malfeasance, or non-
16 feasance, the PRIME SPONSOR shall be empowered, without consultation
17 with the Governing Body, to suspend or delay any and all payments
18 under this SUBGRANT until such failure is rectified.

19 15. Property

20 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement
21 shall be governed by the provisions of 41 CFR 29-70.215 and
22 SUBGRANTEE shall be subject to the obligations of "GRANTEE", as
23 define in 41 CFR §29-70.102(a), set forth therein, and between
24 PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the
25 rights of grantor agency set forth therein. Generally it is
26 expected that grant property will be retained and used throughout
27 its useful life in the grant program for which it was acquired or
28 if that program is terminated, or if the property is no longer

needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

16. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter and balance.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

17. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or

contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

18. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the terms of this agreement.

19. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

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1 20. Publication

2 Before publishing any materials produced by activities supported by this
3 agreement, SUBGRANTEE shall notify PRIME SPONSOR Ninety (90) days in
4 advance of any such intended publication and shall submit four (4)
5 copies of the materials to be published. Within sixty (60) days after
6 such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall:
7 (1) submit to SUBGRANTEE its comments with respect to the materials
8 intended to be published, or (2) notify SUBGRANTEE that no comments
9 shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments
10 will be submitted, SUBGRANTEE may proceed to publish the materials in
11 the form in which they have been submitted to PRIME SPONSOR but shall
12 include the credit statement and the disclaimer set forth below, but
13 without any further comments. PRIME SPONSOR may also waive use of the
14 credit statement and disclaimer set forth below. SUBGRANTEE shall
15 determine, within ten (10) days after receipt of any such comments,
16 whether or not to revise the materials to incorporate the comments of
17 PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within
18 fifteen (15) days after such comments have been received by SUBGRANTEE.
19 If SUBGRANTEE determines not to incorporate any of the comments of
20 PRIME SPONSOR into the text of the materials, it may publish the
21 materials provided that the initial perface or introduction to these
22 materials as published contain the following:

23 (a) A credit reference reading as follows: "The preparation of these
24 materials was financially assisted through a contract from YOLO
25 COUNTY MANPOWER AGENCIES, a prime sponsor under the Comprehensive
26 Employment and Training Act, as amended."

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1 (b) A disclaimer statement reading as follows: "The opinions, findings,
2 and conclusions of this publication are those of the author and not
3 necessarily those of the YOLO COUNTY MANPOWER AGENCIES or the
4 United States Federal Department of Labor. YOLO COUNTY and the
5 United States Federal Department of Labor reserve a royalty-free,
6 non-exclusive, and irrevocable license to reproduce, publish and
7 use these materials and to authorize others to do so."

8 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
9 If SUBGRANTEE wishes to incorporate some or any of the comments of
10 PRIME SPONSOR in the text of the materials, it shall revise the
11 materials to be published and resubmit them to PRIME SPONSOR which
12 shall prepare comments on the resubmitted data within thirty (30)
13 days after receipt thereof. Within ten (10) days after receipt of
14 these comments, SUBGRANTEE shall determine whether or not to accept
15 or adopt any of the comments on the revised materials as resubmitted
16 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determina-
17 tion within fifteen (15) days after receipt of the comments of
18 PRIME SPONSOR. Thereafter, the materials may be published or
19 revised in accordance with the procedures set forth above in the
20 publication of materials on which PRIME SPONSOR has submitted its
21 comments to SUBGRANTEE.

22 If PRIME SPONSOR has not submitted its comments on any materials
23 submitted to it within ninety (90) days after PRIME SPONSOR has
24 received any such materials, SUBGRANTEE may proceed to publish the
25 materials in the form in which they have been submitted to PRIME
26 SPONSOR but shall include the credit statement and the disclaimer
27 statement set forth above, but without any further comments.

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1 21. Patents

2 If any discovery or invention arises or is developed in the course of or
3 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
4 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
5 that determination of rights to inventions or discoveries made under this
6 agreement shall be made by the United States Federal Department of Labor,
7 or its duly authorized representatives, who shall have the sole and
8 exclusive powers to determine whether or not and where a patent applica-
9 tion should be filed and to determine the disposition of all rights in
10 such inventions or discoveries, including title to and license rights
11 under any patent application or patent which may issue thereon. The
12 determination of DOL, or its duly authorized representative, shall be
13 accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME
14 SPONSOR and/or the United States Federal Department of Labor shall
15 acquire at least an irrevocable, non-exclusive, and royalty-free license
16 to practice and have practiced throughout the world for governmental
17 purposes any invention made in the course of or under this Agreement.

18 22. Personnel

- 19 (a) SUBGRANTEE represents that he has, or will secure at his own
20 expense, all personnel required in performing the services under
21 the SUBGRANT. Such personnel shall not be employees of or have
22 any contractual relationship with PRIME SPONSOR.
- 23 (b) All of the services hereunder will be performed by SUBGRANTEE or
24 under his/her supervision, and all personnel engaged in the work
25 shall be fully qualified and shall be authorized under State and
26 local law to perform such services.
- 27 (c) None of the work or services covered by this SUBGRANT shall be
28 subcontracted without the prior written approval of PRIME SPONSOR.

1 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
2 of an employee in anticipation of hiring an individual with funds
3 available under Titles II-D or VI. In addition, no participant
4 shall be used to fill positions or provide services normally
5 provided by temporary, part-time, or seasonal workers or contracted
6 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
7 person into any job funded under Titles II-D or VI when any other
8 person is on layoff from the same or any substantially equivalent
9 job.

10 (e) SUBGRANTEE represents that it has objective personnel policies and
11 practices for recruitment, selection, promotion, classification,
12 compensation, and performance evaluation that are reflective of
13 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
14 understands that all personnel policies and practices shall be
15 subject to validation in accordance with the Federal Uniform
16 Guidelines on Employee Selection procedures dated August 25, 1978.

17 23. Assignments and Subletting

18 No performance of this agreement or any portion thereof may be assigned
19 or subcontracted by SUBGRANTEE without the express written consent of the
20 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign
21 or subcontract any performance of this agreement without the express
22 written consent of the PRIME SPONSOR or his designee shall be null and
23 void and shall constitute a breach of this agreement. Whenever the
24 SUBGRANTEE is authorized to subcontract or assign, he will include all
25 the terms of this agreement in any such subcontract or assignment.

26 24. Alterations

27 No alteration or variation of the terms of this SUBGRANT shall be valid
28 unless made in writing and signed by the parties hereto.

1 25. Waiver

2 The waiver by PRIME SPONSOR of any default, breach or condition shall
3 not be construed as a waiver on the part of the PRIME SPONSOR of any
4 other default, breach or condition, or any other right hereunder.

5 26. Successors

6 This SUBGRANTEE shall bind and inure to the successors in interest of
7 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
8 been expressly named herein.

9 27. Clear Air Act of 1970

10 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
11 to comply with all applicable standards, orders, or regulations issued
12 pursuant to the Clean Air Act of 1970.

13 28. Nepotism

14 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
15 cause or allow to be hired, a person into an administrative capacity,
16 staff position or public service employment position funded under CETA,
17 if a member of his or her immediate family is employed in an administra-
18 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
19 contractor. However, where a state or local statute regarding nepotism
20 exists which is more restrictive than the above policy, the eligible
21 applicant should follow the State or local statute in lieu of the above
22 policy.

23 (a) The term "member of the immediate family" includes: wife, husband,
24 son, daughter, mother, father, brother, brother-in-law, sister,
25 sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-
26 in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

27 (b) The term "administrative capacity" includes those persons who have
28 overall administrative responsibility for a program, including all

1 elected and appointed officials who have any responsibility for the
2 obtaining of and/or approval of any grant funded under the Act,
3 such as members of the PRIME SPONSOR Planning Council, or Private
4 Industry Planning Council, who are not economically disadvantaged,
5 other official who have influence or control over the administration
6 of the program, as set forth in 20 CFR 676.66(c)(2).

7 (c) The term "staff position" includes all CETA staff positions funded
8 under the Act, such as instructors, counselors and other staff
9 involved in administrative, training or service activities.

10 29. Affirmative Action Policy

11 SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal
12 Affirmative Action Program for persons employed in or participating in
13 PRIME SPONSOR'S CETA Programs and shall also be applicable to persons
14 employed in or participating under the performance of this agreement.
15 Responsibility for administration of Affirmative Action Program has
16 been delegated to the County Administrative Officer, with the support
17 of the Yolo County Board of Supervisors. A copy of this Plan is attached
18 hereto as exhibit A.

19
20 30. Non-Discrimination

21 SUBGRANTEE shall comply with the requirements of 20 CFR §676.52
22 regarding non-discrimination.

23 31. Federal Aid

24 It is understood by the parties hereto that neither this Agreement nor
25 any Agreement pursuant hereto shall obligate the Federal Government to
26 enter into any Agreement with SUBGRANTEE or any other entity for Federal
27 financial assistance in connection with this Agreement; or for the
28 planning or undertaking of any work element not included in this

1 Agreement. Any such agreement will be entered into at the sole
2 discretion of the Federal Government.

3 32. Fidelity Bond

4 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
5 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
6 to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds
7 received from PRIME SPONSOR for disbursement under this Agreement are
8 covered by a fidelity bond in an amount and manner consistent with the
9 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
10 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In
11 that event the PRIME SPONSOR shall not make any further disbursements
12 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
13 been reinstated, or equivalent coverage has been obtained.

14 33. Insurance

15 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
16 shall maintain in full force and effect a policy of public liability
17 insurance with minimum coverage in an amount satisfactory to PRIME
18 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause
19 PRIME SPONSOR to be named as an additional insured on said policy
20 and shall obtain a waiver of the insurer's right to subrogation
21 against PRIME SPONSOR.

22 (b) Workers' Compensation. During the terms of this SUBGRANT,
23 SUBGRANTEE shall comply fully with the terms of the law of
24 California concerning Workers' Compensation. Said compliance
25 shall include, but not be limited to, maintaining in full force
26 and effect one or more policies of insurance insuring against
27 any liability SUBGRANTEE may have for Workers' Compensation.

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1 34. Entire Agreement Modifications

2 This Agreement constitutes the entire agreement between the parties
3 hereto for services furnished pursuant to this Agreement. This
4 Agreement may be modified, altered, or revised only upon the written
5 consent of both parties hereto.

6 35. Notices

7 All notices to be given SUBGRANTEE may be given by deposit in the United
8 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
9 forth on the Signature Sheet. Wherefore, the parties have executed this
10 SUBGRANT No. _____.

11 36. Federal Regulations

12 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
13 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
14 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Robert N. Blank

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Yuba Community College District

(Legal Name of SUBGRANTEE)

Carol Ann

(Signature of Authorized Officer)

12/7 19 81

Dean of Instruction

(Title of Authorized Officer)

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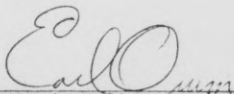
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679 and CWETA Regulations are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and CWETA Regulations are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Yuba Community College District

Name of Subgrantee



Authorized Signature

12/7/81
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

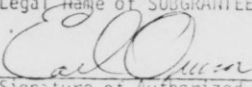
- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IID, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yuba Community College District
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

12/1 1981
(Date)

Dean of Instruction
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area. It shall also be assured that no participant under the act may be discriminated against because of citizenship.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972), Revised Order #4 of the Federal Register, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), and Title IX of the Education Amendments of 1972 (as amended), is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

ROBERT N. BLACK
Chairman, Yolo County Board
of Supervisors

Date: _____

Date: _____

I. COMPLIANCE STATEMENT

I, Earl Quinn as Deputy, AM RESPONSIBLE FOR
Yuba College AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Earl Quinn, Deputy HRC Officer
SIGNATURE OF THE PERSON RESPONSIBLE

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment 1).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

PROGRAM NARRATIVE

The purpose of the farmworker upgrade program under the aegis of the California Worksite Education and Training Act (CWETA) is to provide seasonal agricultural workers with classroom training and worksite experience in order to increase their skills and thereby extend the length of their yearly employment and/or increase their hourly wage.

The purpose of this agreement between Yuba Community College and Yolo County Manpower Agency is to state the responsibilities of the two parties in providing classroom instruction for the CWETA participants and to set forth program guidelines.

The provisions contained in this agreement are contingent upon approval by the Employment Development Department (EDD) of a modification to contract #8100-0762 between EDD and Yolo County Manpower Agency. The modification now pending between EDD and Manpower has been necessitated because of the change in the beginning and ending dates of the classroom training portion of contract #8100-0762 and because of changes in the training schedule.

In providing services under the provisions of this agreement, Yuba Community College agrees to conduct classroom training for eligible participants in accordance with the CWETA regulations attached hereto.

Contract Period

The period of the contract is from November 23, 1981 through March 25, 1982.

Responsibilities of Yuba Community College

The responsibilities of Yuba include the following:

1. Yuba will hire and supervise the instructors necessary to provide instruction in welding and farm repair fabrication; mechanics and preventive maintenance; English and ESL; mathematics; and agricultural science. Yuba will be responsible for the development of the curriculum for each of these classes.

The above classes shall be taught according to the following schedule:

<u>Class</u>	<u># of Hours</u>	<u>During Period of</u>
Welding	148	11/23/81 through 3/24/82
Mechanics	144	11/24/81 through 3/25/82
Mathematics	42	11/26/81 through 3/25/82
English and ESL	132	11/23/81 through 3/24/82
Agricultural Science	48	11/24/81 through 3/23/82

2. Yuba will provide all necessary facilities and space for classroom instruction and will also provide space for Manpower personnel to meet with the CWETA participants on a regularly scheduled basis.

3. Yuba will conduct a preassessment of each participant's level of English in order to determine English instruction level placement. The college will also do a post instruction assessment to determine the level of English proficiency after instruction.

4. Yuba will be responsible for the general safety of the participants in the classroom and will ensure that safety equipment is available and is used by each participant in those situations where it is considered reasonable and prudent to use safety equipment.

5. Instructors will be responsible for completing attendance reports. The instructors will sign each attendance report attesting to the validity of the information. These reports will be made available to Manpower on a bi-weekly basis.

6. If discipline problems should arise, first attempts at resolution will take place at the college level and Manpower will be notified that a problem exists. If it is eventually determined by Yuba that the problem cannot be resolved, Manpower will be so notified. Manpower will have the responsibility of terminating a participant from the program in conformance with Department of Labor policies.

Responsibilities of Manpower Agency

1. Manpower will recruit for and determine which applicants will become participants in the program.

2. EDD will be the official monitor for the program. However, since Manpower is designated in the agreement between EDD and Manpower as the program applicant with the administrative responsibility for the management and success of the program, Manpower will also play an active role in monitoring the progress of the program. Manpower monitoring will be conducted in such a manner as to cause no disruption to class activities. Discussion with a participant(s) will be done with the concurrence of the instructor.

3. Manpower will reimburse Yuba for the welding and mechanics classes at the rate of \$14.50 per hour of instruction up to 148 hours for the welding class and 144 hours for the mechanics class. Manpower will also reimburse for instructor preparation time for the above two classes at the rate of \$14.50 per hour up to five hours per week for each of the two classes. There will be no instructor reimbursement for participants attending English and ESL classes.

There will be no reimbursement for the instructors' time for the mathematics or agricultural science classes except in the following circumstance. If the enrollment level falls below 15 participants, Manpower will reimburse Yuba for the difference between actual enrollment and the 15 participants necessary for average daily attendance (ADA) purpose. This reimbursement will be at the rate of \$3.50 per hour of instruction for each vacant participant slot. Classes may be terminated if the level of enrollment drops to the point where the expense to Manpower of continuing the class would be

unreasonable. Manpower will make the decision as to whether or not these classes should be continued.

4. Manpower will reimburse Yuba for the cost of textbooks, equipment usage, instructional supplies, instructor mileage, use of facilities and utilities. The combined amount of reimbursement for these non-personal expenditures shall not exceed \$8,301.

5. Manpower will reimburse Yuba for actual costs at the end of the project. Yuba will furnish Manpower with a progress report of expenditures on a monthly basis, and will submit an invoice for reimbursement within fifteen days after the last day of instruction.

6. Manpower will purchase safety welding equipment. It will be the responsibility of the welding instructor to determine what equipment should be bought.

7. Manpower will purchase and distribute notebooks and pencils for the participants' use in the classroom.

8. Manpower will provide attendance forms for the instructors' use in recording dates and hours of attendance for each participant for each class. Yuba will make these attendance reports available to Manpower.

9. Manpower will be responsible for distributing payroll checks on a biweekly basis for those participants receiving allowance payments.

BK-:

Subgrant Signature Sheet

Title IIB

Agreement/
Subgrant No. 82-6

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Woodland Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Woodland Joint Unified School District hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Woodland Joint Unified School District - Clerical Class

JAN 11 1982

MAILING ADDRESS : 526 Marshall Avenue

PETE E. LUCAS, CLERK OF THE BOARD
BY Lucas M. Colburn
DEPUTY

CITY & STATE : Woodland, CA 95695

PHONE : 662-0798

PROGRAM DIRECTOR : Al Peterson

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on November 16, 1981

The term of the SUBGRANT shall end on September 30, 1982

The total amount of the SUBGRANT is \$30,692

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

O. John Taylor

By Signature

Robert M. Black

Name and Title

Date

O. John Taylor

12/3/81

Name and Title

Date

JAN -5 1981

Robert M. Black, Chairman
Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 16th day of November 1981,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Woodland Joint Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. Woodland Joint Unified School District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678
16 679 and 680
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Program Narrative
22 (i) Course Outline
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin November 16, 1981,
8 and shall end September 30, 1982, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 30,692,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calendar month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR. Reimbursement for costs incurred in the performance of this contract will not be paid for claims received after January 31 of the year following the end of this agreement.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not

1 obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
2 obligated to provide services under the contract until such
3 funds are made available to PRIME SPONSOR by the Department
4 of Labor.

- 5 (e) Approved claims shall be paid only from funds granted to PRIME
6 SPONSOR by the Department of Labor.

7 5. Records, Audits Inspection

8 (a) Establishment and Maintenance of Records

9 The SUBGRANTEE shall maintain records, including but not limited to
10 books, financial records, supporting documents, statistical records,
11 personnel, property, participant, and all other pertinent records
12 sufficient to reflect properly, (a) all direct and indirect costs
13 of whatsoever nature claimed to have been incurred and anticipated
14 to be incurred to perform this contract, and (b), all costs
15 incurred by PRIME SPONSOR based upon representations of SUBGRANTEE,
16 including but not limited to situations where PRIME SPONSOR pays
17 wages, allowances, or other benefits to participants or other
18 contractors based on SUBGRANTEE's reporting hours worked, training
19 attended, or services provided, and (c) all other matters covered
20 by this SUBGRANT for which the maintenance and retention of records
21 is required by law, including but not limited to U. S. GSA Federal
22 Management Circular 74-4, and regulations of the U. S. Department
23 of Labor, including but not limited to CFR §676.35 and 41 CFR
24 §29-70.203. The obligation to maintain and preserve records shall
25 not be diminished by any instructions or advice given by PRIME
26 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports
27 to PRIME SPONSOR.

28 ////

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and

1 the right to examine its offices, and facilities engaged in
2 performance of this SUBGRANT and all its records with respect to
3 all matters covered by this SUBGRANT, including the right to audit,
4 examine and make excerpts of transcripts and from such records to
5 make audit of all contracts and subcontracts, invoices, payrolls,
6 supportive services, classroom training costs, records or personnel
7 conditions of employment, material and all other data relating to
8 matters covered by the SUBGRANT. The SUBGRANTEE also understands
9 and agrees that the PRIME-SPONSOR and/or United States Federal
10 Department of Labor or any of their duly authorized representatives
11 has the right to make unannounced visits to the SUBGRANTEES
12 facilities to observe, audit and/or monitor all conditions and
13 activities involved in the performance of this agreement.

14 (e) Documentation of Cost

15 All cost shall be supported by properly executed payrolls, time
16 records, invoices, contracts, or vouchers or other official
17 documentation evidencing in proper detail the nature and the
18 propriety of the charge. All checks, payrolls, accounting docu-
19 ments, pertaining in whole or part of this contract shall be
20 clearly identified and readily accessible.

21 6. Interest on Debts

22 If a debt is established against the Prime Sponsor because of disallowed
23 cost arising from an audit of the Subgrantee, and the Department of
24 Labor charges the Prime Sponsor interest on the debt, the Subgrantee is
25 required to pay the interest charge on the debt at the rate in effect as
26 determined by the Department of Labor.

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1 7. Suspension or Disallowance of Payments

2 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
3 allow payment of SUBGRANTEE in whole or part or to demand repayment under
4 this Agreement in the event of any of the following occurrences to wit:

- 5 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
6 of any nature with respect to any information or data furnished to
7 PRIME SPONSOR in connection with Program.
8 (b) If SUBGRANTEE is in default under any provisions of this agreement.
9 (c) If SUBGRANTEE maintains a pattern of discrimination.
10 (d) If SUBGRANTEE incurs unreasonable administrative costs in the
11 conduct of activities and program.
12 (e) If the SUBGRANTEE fails to comply with any other terms and
13 conditions of this SUBGRANT.
14 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports*which are
15 incorrect or incomplete in any material respect.

16 8. Waiver of Statute of Limitations

17 The County of Yolo is subject to fiscal and compliance audits required by
18 the U. S. Department of Labor which include the performance of SUBGRANTEE
19 under this subgrant, and the County of Yolo may incur liability to the
20 U. S. Department of Labor for the SUBGRANTEE's performance of this
21 subgrant. Past experience indicates that controversies with the U. S.
22 Department of Labor may not be resolved within the period of the statute
23 of limitations on actions by County of Yolo against subgrantee arising
24 out of subgrantee's performance or non-performance of and compliance
25 with the terms of this subgrant. In consideration of the promises of
26 the County of Yolo herein, SUBGRANTEE promises not to plead the statute
27 of limitations in any action brought against it by the County of Yolo
28 arising out of this subgrant or its performance or non-performance or

1 compliance with its terms or conditions, and subgrantee agrees that it
2 shall and hereby does waive any defense that it may have against such
3 suit by virtue of any statute of limitations; provided, however, that
4 such suit shall be brought, if at all, on or before the expiration of
5 two years after final determination of any controversy between the County
6 of Yolo and the U. S. Department of Labor (including any litigation
7 arising therefrom), and further provided that such suit shall be brought,
8 if at all, before the expiration of four years after the statute of
9 limitation otherwise prescribed by law.

10 9. Termination of SUBGRANT

11 (a) With Cause

12 PRIME SPONSOR may terminate the SUBGRANT in the following instances
13 by giving written notice to the SUBGRANTEE at least five (5) days
14 prior to the effective termination date stated in the notice:

- 15 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
16 and proper manner its obligations under this Agreement.
- 17 (2) If SUBGRANTEE shall violate any of the covenants or stipu-
18 lations of this Agreement.
- 19 (3) If the grant from the U. S. Department of Labor under which
20 this Agreement is made is terminated.
- 21 (4) If SUBGRANTEE is unable or unwilling to comply with such
22 additional conditions as may be lawfully applied by the U. S.
23 Department of Labor to the grant under which this Agreement
24 is made. SUBGRANTEE shall not be relieved of liability to
25 PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue
26 of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR
27 may withhold any reimbursement to SUBGRANTEE for the purpose

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1 of setoff until such time as the exact amount of damages
2 due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise
3 determined.

4 (b) Without Cause

5 Either party may terminate this SUBGRANT at any time by giving
6 written notice to the other party of such terminations and
7 specifying the effective date thereof, at least 30 days before the
8 effective date of such termination. If the SUBGRANT is terminated
9 as provided herein, SUBGRANTEE will be paid an amount which the
10 same ratio to the total compensation as the service actually
11 performed bears to the total services of SUBGRANTEE covered by
12 this SUBGRANT, less payments of compensation previously made.

13 10. Severability of Provisions

14 If any provisions of this SUBGRANT are held invalid, the remainder of
15 this SUBGRANT shall not be affected thereby, if such remainder would
16 then continue to conform to terms and requirements of applicable law.

17 11. Hold Harmless Clause

18 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR,
19 its officers, employees and agents from and against all claims, losses,
20 liabilities, or damages including attorney fees, arising out of or
21 resulting from the performance of this Agreement, caused in whole or
22 in part by any negligent act or omission of SUBGRANTEE or anyone directly
23 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
24 caused in part by a party indemnified hereunder.

25 12. Legal Relationship

26 (a) It is herein understood and agreed that SUBGRANTEE is an
27 independent contractor and that no relationship of employer-
28 employee exists between the parties hereto. That SUBGRANTEE

1 shall not be entitled to any benefits available to employees of
2 PRIME SPONSOR. That PRIME SPONSOR is not required to make any
3 deductions from the compensation payable to SUBGRANTEE under the
4 provision of this Agreement; that as an independent contractor,
5 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all
6 claims that may be made against PRIME SPONSOR based upon any
7 contention by any third party that an employer-employee relation-
8 ship exists by reason of this Agreement.

9 (b) It is further understood and agreed by the parties hereto that
10 SUBGRANTEE in the performance of its obligations hereunder is
11 subject to the control or direction of PRIME SPONSOR merely as to
12 the result to be accomplished by the services herein agreed to be
13 rendered and performed and not as to the means and methods for
14 accomplishing the result.

15 (c) If, in the performance of this Agreement, any third persons are
16 employed as employees of SUBGRANTEE, such person shall be employed
17 by and shall be entirely and exclusively under direction, super-
18 vision and control of said SUBGRANTEE. All terms of employment
19 of said persons, including hours, wages, working conditions,
20 discipline, hiring and discharging or any other terms of employment
21 or requirements of law, shall be made by said SUBGRANTEE, and
22 PRIME SPONSOR shall have no right or authority over said persons
23 or the terms of such employment, except as required by CETA or
24 regulations promulgated thereunder.

25 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
26 expressly assumes and accepts exclusive liability as an employer
27 under the Federal Insurance Contributions Act, the Federal
28 Unemployment Tax Act, Federal Social Security Acts, the Unemployment

1 Compensation Act, or any other Federal or State laws or acts which
2 in any way affect or relate to the relationship of employer and
3 employee, and shall be liable for any Social Security, Unemployment
4 Compensation or other taxes or penalties arising or levied by
5 reason of the employment of such persons employed by it. PRIME
6 SPONSOR shall not be liable for any worker's compensation or other
7 benefits accruing under any Federal or State law or acts to any
8 persons employed by the said SUBGRANTEE under this Agreement, but
9 such liability, if any, shall be exclusively that of SUBGRANTEE.

10 13. Monthly Report

11 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
12 sible for filing monthly reports with PRIME SPONSOR. Each report shall
13 be made on forms approved by PRIME SPONSOR and shall contain all data
14 and information concerning both quality and quantity of program perfor-
15 mance required by PRIME SPONSOR. Each report shall set forth the extent
16 to which the Program Performance Goals have been met and shall explain
17 in detail the reasons any such plans have not been met. Each report
18 shall set forth the extent expenditures exceed a prorata portion of the
19 entire budget category for the term of this program and shall explain
20 in detail the reasons for such excess.

21 14. Procedures for Corrective Action

- 22 (a) Whenever the PRIME SPONSOR determines in the manner set forth
23 herein that SUBGRANTEE has failed to comply with any provision of
24 this SUBGRANT, the PRIME SPONSOR may order corrective action.
25 (b) Before making such an order, the PRIME SPONSOR shall give
26 SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's
27 non-compliance and a procedure whereby SUBGRANTEE and its officers
28 or responsible employees may have an opportunity to meet with the

PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.
- (d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.
- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

15. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102(a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer

needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

16. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter and balance.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

17. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or

1 contingency fee. For breach or violation of this covenant the PRIME
2 SPONSOR shall have the right to annul this agreement without liability
3 or, at its discretion, to deduct from the compensation or otherwise
4 recover, the full amount of such commission, percentage, brokerage, or
5 contingency fee.

6 18. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the terms of this
10 agreement.

11 19. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the United States Federal
17 Department of Labor reserve the right to use, duplicate, and disclose
18 the same, in whole or in part, in any manner for any purpose whatsoever,
19 and to authorize others to do so. If any material described in the
20 previous sentence is subject to copyright, PRIME SPONSOR and/or the
21 United States Federal Department of Labor reserve the right to copyright
22 such and SUBGRANTEE agrees not to copyright such material. If the
23 material is copyrighted, PRIME SPONSOR and/or the United States Federal
24 Department of Labor reserve a royalty-free, non-exclusive, and irrevocable
25 license to reproduce, publish, and use such materials, in the whole or
26 in part, and to authorize others to do so.

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20. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR Ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER AGENCIES, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

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1 (b) A disclaimer statement reading as follows: "The opinions, findings,
2 and conclusions of this publication are those of the author and not
3 necessarily those of the YOLO COUNTY MANPOWER AGENCIES or the
4 United States Federal Department of Labor. YOLO COUNTY and the
5 United States Federal Department of Labor reserve a royalty-free,
6 non-exclusive, and irrevocable license to reproduce, publish and
7 use these materials and to authorize others to do so."

8 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
9 If SUBGRANTEE wishes to incorporate some or any of the comments of
10 PRIME SPONSOR in the text of the materials, it shall revise the
11 materials to be published and resubmit them to PRIME SPONSOR which
12 shall prepare comments on the resubmitted data within thirty (30)
13 days after receipt thereof. Within ten (10) days after receipt of
14 these comments, SUBGRANTEE shall determine whether or not to accept
15 or adopt any of the comments on the revised materials as resubmitted
16 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determina-
17 tion within fifteen (15) days after receipt of the comments of
18 PRIME SPONSOR. Thereafter, the materials may be published or
19 revised in accordance with the procedures set forth above in the
20 publication of materials on which PRIME SPONSOR has submitted its
21 comments to SUBGRANTEE.

22 If PRIME SPONSOR has not submitted its comments on any materials
23 submitted to it within ninety (90) days after PRIME SPONSOR has
24 received any such materials, SUBGRANTEE may proceed to publish the
25 materials in the form in which they have been submitted to PRIME
26 SPONSOR but shall include the credit statement and the disclaimer
27 statement set forth above, but without any further comments.

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1 21. Patents

2 If any discovery or invention arises or is developed in the course of or
3 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
4 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
5 that determination of rights to inventions or discoveries made under this
6 agreement shall be made by the United States Federal Department of Labor,
7 or its duly authorized representatives, who shall have the sole and
8 exclusive powers to determine whether or not and where a patent applica-
9 tion should be filed and to determine the disposition of all rights in
10 such inventions or discoveries, including title to and license rights
11 under any patent application or patent which may issue thereon. The
12 determination of DOL, or its duly authorized representative, shall be
13 accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME
14 SPONSOR and/or the United States Federal Department of Labor shall
15 acquire at least an irrevocable, non-exclusive, and royalty-free license
16 to practice and have practiced throughout the world for governmental
17 purposes any invention made in the course of or under this Agreement.

18 22. Personnel

- 19 (a) SUBGRANTEE represents that he has, or will secure at his own
20 expense, all personnel required in performing the services under
21 the SUBGRANT. Such personnel shall not be employees of or have
22 any contractual relationship with PRIME SPONSOR.
- 23 (b) All of the services hereunder will be performed by SUBGRANTEE or
24 under his/her supervision, and all personnel engaged in the work
25 shall be fully qualified and shall be authorized under State and
26 local law to perform such services.
- 27 (c) None of the work or services covered by this SUBGRANT shall be
28 subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D or VI when any other person is on layoff from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

23. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

24. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

1 25. Waiver

2 The waiver by PRIME SPONSOR of any default, breach or condition shall
3 not be construed as a waiver on the part of the PRIME SPONSOR of any
4 other default, breach or condition, or any other right hereunder.

5 26. Successors

6 This SUBGRANTEE shall bind and inure to the successors in interest of
7 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
8 been expressly named herein.

9 27. Clean Air Act of 1970

10 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
11 to comply with all applicable standards, orders, or regulations issued
12 pursuant to the Clean Air Act of 1970.

13 28. Nepotism

14 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
15 cause or allow to be hired, a person into an administrative capacity,
16 staff position or public service employment position funded under CETA,
17 if a member of his or her immediate family is employed in an administra-
18 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
19 contractor. However, where a state or local statute regarding nepotism
20 exists which is more restrictive than the above policy, the eligible
21 applicant should follow the State or local statute in lieu of the above
22 policy.

23 (a) The term "member of the immediate family" includes: wife, husband,
24 son, daughter, mother, father, brother, brother-in-law, sister,
25 sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-
26 in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

27 (b) The term "administrative capacity" includes those persons who have
28 overall administrative responsibility for a program, including all

1 elected and appointed officials who have any responsibility for the
2 obtaining of and/or approval of any grant funded under the Act,
3 such as members of the PRIME SPONSOR Planning Council, or Private
4 Industry Planning Council, who are not economically disadvantaged,
5 other official who have influence or control over the administration
6 of the program, as set forth in 20 CFR 676.66(c)(2).

7 (c) The term "staff position" includes all CETA staff positions funded
8 under the Act, such as instructors, counselors and other staff
9 involved in administrative, training or service activities.

10 29. Affirmative Action Policy

11 SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal
12 Affirmative Action Program for persons employed in or participating in
13 PRIME SPONSOR'S CETA Programs and shall also be applicable to persons
14 employed in or participating under the performance of this agreement.
15 Responsibility for administration of Affirmative Action Program has
16 been delegated to the County Administrative Officer, with the support
17 of the Yolo County Board of Supervisors. A copy of this Plan is attached
18 hereto as exhibit A.

19
20 30. Non-Discrimination

21 SUBGRANTEE shall comply with the requirements of 20 CFR §676.52
22 regarding non-discrimination.

23 31. Federal Aid

24 It is understood by the parties hereto that neither this Agreement nor
25 any Agreement pursuant hereto shall obligate the Federal Government to
26 enter into any Agreement with SUBGRANTEE or any other entity for Federal
27 financial assistance in connection with this Agreement; or for the
28 planning or undertaking of any work element not included in this

1 Agreement. Any such agreement will be entered into at the sole
2 discretion of the Federal Government.

3 32. Fidelity Bond

4 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
5 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
6 to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds
7 received from PRIME SPONSOR for disbursement under this Agreement are
8 covered by a fidelity bond in an amount and manner consistent with the
9 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
10 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In
11 that event the PRIME SPONSOR shall not make any further disbursements
12 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
13 been reinstated, or equivalent coverage has been obtained.

14 33. Insurance

15 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
16 shall maintain in full force and effect a policy of public liability
17 insurance with minimum coverage in an amount satisfactory to PRIME
18 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause
19 PRIME SPONSOR to be named as an additional insured on said policy
20 and shall obtain a waiver of the insurer's right to subrogation
21 against PRIME SPONSOR.

22 (b) Workers' Compensation. During the terms of this SUBGRANT,
23 SUBGRANTEE shall comply fully with the terms of the law of
24 California concerning Workers' Compensation. Said compliance
25 shall include, but not be limited to, maintaining in full force
26 and effect one or more policies of insurance insuring against
27 any liability SUBGRANTEE may have for Workers' Compensation.

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1 34. Entire Agreement Modifications

2 This Agreement constitutes the entire agreement between the parties
3 hereto for services furnished pursuant to this Agreement. This
4 Agreement may be modified, altered, or revised only upon the written
5 consent of both parties hereto.

6 35. Notices

7 All notices to be given SUBGRANTEE may be given by deposit in the United
8 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
9 forth on the Signature Sheet. Wherefore, the parties have executed this
10 SUBGRANT No. 82-6.

11 36. Federal Regulations

12 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
13 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
14 attached hereto and incorporated into this SUBGRANT.

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Robert N. Black

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

A. Josh Taylor

(Signature of Authorized Officer)

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(Date)

(Title of Authorized Officer)

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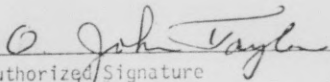
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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee



Authorized Signature

Date

ASSURANCES AND CERTIFICATION

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participation in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects, for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance; at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

A. John Taylor

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area. It shall also be assured that no participant under the act may be discriminated against because of citizenship.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972), Revised Order #4 of the Federal Register, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), and Title IX of the Education Amendments of 1972 (as amended), is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

ROBERT N. BLACK
Chairman, Yolo County Board
of Supervisors

Date: _____

Date: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

O. John Vaughn
SIGNATURE OF THE PERSON RESPONSIBLE

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment 1).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT

THIS IS AN AGREEMENT between the Yolo County Manpower Agency, hereinafter referred to as MANPOWER, and the Woodland Joint Unified School District, hereinafter referred to as DISTRICT.

PURPOSE:

IT IS AGREED by both MANPOWER and the DISTRICT that MANPOWER will develop a clerical vocational education class and the DISTRICT will employ a vocational education instructor for this class and conduct the class.

AGREEMENT PERIOD:

THE PERIOD OF this agreement shall be from November 16, 1981 until September 30, 1982.

INSTRUCTOR AND COURSE OUTLINE:

IT IS THE responsibility of the DISTRICT to employ the instructor and to develop the course outline for approval according to DISTRICT policy. The DISTRICT will also be responsible for providing supervision and guidance to the instructor and for evaluating the instructor's performance.

DATES OF INSTRUCTION:

THE FIRST clerical vocational education class will begin November 16, 1981 and end April 30, 1982. The second class will begin May 3, 1982 and continue to the end of the contract period. However, participants may be enrolled in the class at times other than these dates listed above as beginning class dates. Participants will conclude their enrollment in this class when a joint decision is reached between MANPOWER, the DISTRICT administrator and the instructor that the participant has attained the goals and objectives stated in the course

outline, or it has been determined that the participant can no longer profit from class participation. Each participant will attend the class for a period of time dependent upon the participants progress. The length of time is estimated to be approximately six months.

SELECTION AND COUNSELING OF PARTICIPANTS:

IT IS THE responsibility of MANPOWER to select the participants to be included in the class. The instructor will have access to participant records and will have the opportunity to raise concerns about participants selected. However, MANPOWER will make the final selection decisions. Participants selected will have at least a sixth grade reading level and a vocational evaluation which indicates a clerical aptitude. There will be no set level of enrollment for the class, however, the maximum enrollment will not exceed eighteen students at any given time.

MANPOWER will assume the responsibility of providing counseling services to the participants during release time from the regular classroom hours.

PAYMENT PROCEDURES:

THE INSTRUCTOR will be paid by the DISTRICT. This instructor will be placed on the DISTRICT certificated salary schedule at the appropriate level for experience and education. MANPOWER will reimburse the DISTRICT in full for the instructor's salary on the basis of days of instruction at the annualized rate according to appropriate placement on the adopted salary schedule. MANPOWER will also reimburse the DISTRICT in full for all appropriate fringe benefits provided and for approved leave. The instructor will accrue one day of sick leave per month. There will be no payment for unused sick leave.

The DISTRICT will invoice MANPOWER each month by the tenth working day following payment to the instructor. The invoice will indicate salary paid and days worked for the month. Applicable fringe benefits will be listed on the invoice.

LOCATION AND HOURS OF INSTRUCTION:

THE CLASS is to be located at 950 Sacramento Avenue in Broderick, California. This space will be provided by MANPOWER. There will be a minimum of five hours of classroom instruction per instructional day. The hours of instruction will be from 9:00 a.m. until 3:30 p.m. During this time there will be a one-half hour lunch period. There will be Woodland residents enrolled in the class. Transportation of students will be the responsibility of MANPOWER.

SUBSTITUTE INSTRUCTOR:

IF IT BECOMES necessary to have a substitute instructor the following procedure will be used. The instructor will call MANPOWER and the DISTRICT Adult Education Administrator to give notification that a substitute will be needed. The DISTRICT Adult Education Secretary will make arrangements for a substitute and notify MANPOWER. MANPOWER will reimburse the DISTRICT for the costs at the DISTRICT'S current rate of pay for substitutes.

GOALS AND OBJECTIVES:

THE GOALS AND OBJECTIVES as described in the course outline for the clerical class are incorporated into and become an integral part of this agreement.

PARTICIPANT PROGRESS REPORTS:

PROGRESS REPORTS on each participant will be prepared on a monthly basis. These reports will include information on participant's academic achievement in each course area, attitude, attendance, and punctuality. These reports will be made available to MANPOWER.

ADMINISTRATIVE FUNCTION:

THE INSTRUCTOR will be responsible to the DISTRICT Adult Education Administrator for administrative functions which include, but are not limited to, submitting attendance reports for all students and reports indicating credits earned toward a high school diploma. Instructor time sheets must be submitted by the instructor on a monthly basis to the DISTRICT and to MANPOWER.

EQUIPMENT AND MATERIALS:

MANPOWER will furnish all books, materials, and equipment. The instructor will be responsible for taking reasonable measures to insure the personal safety of participants and for maintenance of equipment and will exercise reasonable care against theft of equipment and materials.

BENEFITS ACCRUING FOR ADA REIMBURSEMENTS:

IF AT THE end of the DISTRICT fiscal year, it is determined that the clerical vocational education class is generating revenue for the DISTRICT from average daily attendance (ADA) reimbursements from the State, the District will at that time make a lump sum reimbursement to MANPOWER for the equivalent of State Revenue attributable to the clerical class, less 20% for indirect costs. The payment procedure will continue as identified in the paragraph labeled "Payment Procedures".

TESTING SERVICES:

THE DISTRICT Adult Education Administrator agrees to provide G.E.D. testing services for the program. G.E.D. tests will be administered at 950 Sacramento Avenue, Broderick, California on a scheduled basis throughout the period of the contract. The tests will be administered at no cost to MANPOWER. The DISTRICT will invoice the State Department of Vocational Education directly for reimbursement of testing materials at a rate of \$15.00 per test administered. The forms and instructions for seeking reimbursement will be provided by MANPOWER.

Dated this 3rd day of December, 1981, at Woodland,
California.

IN WITNESS WHEREOF, the Parties hereto have executed this
agreement on or after the day and year written above.

FOR THE YOLO COUNTY MANPOWER
AGENCY

Dated: _____

O. John Taylor
FOR THE WOODLAND JOINT UNIFIED
SCHOOL DISTRICT

Dated: December 3, 1981

COURSE OUTLINE

It is required by state law that an outline be on file for each course taught in Adult Education. This outline is the basis for state approval of the course.

THE FOLLOWING INFORMATION IS NECESSARY FOR STATE APPROVAL

- A. COURSE TITLE Business Related Academics
- B. DESCRIPTION A course in basic business math, English usage and spelling.
- C. GOALS
To develop student's levels of competence in these skills on a par with the more mechanical ones such as typing.
- D. PERFORMANCE OBJECTIVES (state these in measurable terms)
 - 1. Student will demonstrate at least 6th grade level of competency in addition, subtraction, multiplication and division of whole numbers; decimals, percents and fractions by the end of the training period.
 - 2. Student will demonstrate at least 6th grade level of competency in English usage and spelling by the end of the training period by taking a weekly spelling test of 25 words whereon student will demonstrate knowledge of English usage by using 5 of the spelling words in good sentences that have a business subject matter.
- E. EVALUATION (relate these to performance objectives)
 - 1. Student will be scored on all math assignments. An average score of 80% will be required before student may advance one level to another.
 - 2. A score of 80% or above on both spelling and usage sections will be deemed passing. Any score of 79% or below will require student to repeat the entire test prior to taking the subsequent week's test.
 - 3. A monthly written evaluation/progress report will note progress in this skill area and, if necessary, offer suggestions for improvement.
- F. INSTRUCTIONAL STRATEGIES
 - 1. Lecture/demonstration: 10%
 - 2. Individual study: 80%
 - 3. Review: 10%

G. INSTRUCTIONAL UNITS (course topics)

HOURS

UNIT 1. Basic Business Math

- a. addition of whole numbers
- b. subtraction of whole numbers
- c. multiplication of whole numbers
- d. division of whole numbers
- e. addition of decimals
- f. subtraction of decimals
- g. multiplication of decimals
- h. division of decimals
- i. addition of fractions
- j. subtraction of fractions
- k. multiplication of fractions
- l. division of fractions

50

UNIT 2. English Usage and Spelling

- a. 24 weeks (25 spelling words per week)

30

Total Number of Weeks 25

Total Hours 80

H. CONDITIONS FOR REPETITION

Program does not provide for course repetition but does offer extension privileges based on individual need to be determined by the training coordinator.

Date November 4, 1981

Teacher's Name Dee O. Kroll

COURSE OUTLINE

It is required by state law that an outline be on file for each course taught in Adult Education. This outline is the basis for state approval of the course.

THE FOLLOWING INFORMATION IS NECESSARY FOR STATE APPROVAL

- A. COURSE TITLE Mail Sorting
- B. DESCRIPTION A course in sorting items by name and by number.
- C. GOALS
To develop student's ability to sort quickly, and accurately using names or number series of up to 9 digits, including the U.S. Postal Service's Zip + 4 system.
- D. PERFORMANCE OBJECTIVES (state these in measurable terms)
 - 1. By the end of the third month student will demonstrate the ability to sort by name at least 200 pieces of mail in 20 minutes with no more than 1 error on five consecutive assignments.
 - 2. By the end of the sixth month, student will demonstrate the ability to sort by number at least 200 pieces in 20 minutes with no more than 1 error on five consecutive assignments.
 - a. decimal box numbers of up to five digits each.
 - b. zip codes
 - c. zip + 4 codes
- E. EVALUATION (relate to performance objectives)
 - 1. Evaluation of progress will be recorded scores of all assignments.
 - 2. Students will be permitted to progress onto the number series' even if they have not completed the name sorting by the 3rd month of instruction.
 - 3. A monthly written evaluation/progress report will note progress in this skill area and, if necessary, offer suggestion for improvement.
- F. INSTRUCTIONAL STRATEGIES
 - 1. Lecture: 10%
 - 2. Hands-on demonstration/explanation: 90%

G. - INSTRUCTIONAL UNITS (course topics)

HOURS

UNIT 1. Sorting by Letter

15

UNIT 2. Sorting by Number

a. decimal box number

b. zip codes

c. zip + 4 codes

25

Total Number of Weeks 25

Total Hours 40

H. CONDITIONS FOR REPETITION

Program does not provide for course repetition, but does offer extension privileges based on individual need to be determined by the training coordinator.

Date November 4, 1981

Teacher's Name Dee O. Kroll

COURSE OUTLINE

It is required by state law that an outline be on file for each course taught in Adult Education. This outline is the basis for state approval of the course.

THE FOLLOWING INFORMATION IS NECESSARY FOR STATE APPROVAL

- A. COURSE TITLE Business Machines and the Telephone
- B. DESCRIPTION A course in operation of a 10-key/calculator, an A-B Dick fluid copier ditto machine, an electronic copier, and the telephone.
- C. GOALS
To develop student's expertise in the use of common business machines and the telephone.
- D. PERFORMANCE OBJECTIVES (state these in measurable terms)
 - 1. Student will learn to operate a calculator using the addition, subtraction, multiplication, division and percent functions, with an accuracy of no more than 3 errors per 100 entries by the end of the 3rd month of training, and no more than 1 error per 100 entries by the end of the 6th month.
 - 2. a. Student will demonstrate the ability to operate the fluid copier during the 5th month of training, by making good copies from at least 5 spirit masters. Student will verbalize qualities of good masters and copies.
 - b. Student will demonstrate the use of the copier by processing during the 4th month of training acceptable copies from 5 originals. Student will verbalize to instructor the desired qualities of a good original and a good copy.
 - 3. Student will demonstrate the proper procedure for answering the business phone and taking a complete, correct message.
- E. EVALUATION (relate these to performance objectives)
 - 1. Student's daily 10-key assignments will be scored. He/she will advance only when the level of accuracy has been achieved.
 - 2. Student's ability to operate the 2 types of copiers and his/her verbalization will combine to determine level of competence as observed by instructor.
 - 3. Student will be rated on his/her ability to answer phone in a professional manner; take messages that are succinct, yet contain all necessary information, neat, spelled correctly, and done quickly.
 - 4. A monthly written evaluation/progress report will note progress in this skill area and, if necessary, offer suggestions for improvement.
- F. INSTRUCTIONAL STRATEGIES
 - 1. Lecture: 10%
 - 2. Hands-on demonstration/explanation: 90%

G. INSTRUCTIONAL UNITS (course topics)

HOURS

- UNIT 1. The 10-Key/calculator 35
- a. the keyboard (in the add function)
 - 1. 4, 5, 6
 - 2. 7, 8, 9
 - 3. 1, 2, 3
 - 4. 0, 00
 - b. subtraction
 - c. multiplication of whole numbers
 - d. division of whole numbers
 - e. multiplication of decimals and percents
 - f. division of decimals and percents
- UNIT 2. The Copiers 10
- a. the ditto fluid copier
 - b. the electronic dry copier
- UNIT 3 The Telephone
- a. answering and ending professionally
 - b. taking messages
 - c. handling irate phone calls.

Total Number of Weeks 25

Total Hours 65

H. CONDITIONS FOR REPETITION

Program does not provide for course repetition, but does offer extension privileges based on individual need to be determined by the training coordinator.

Date November 5, 1981

Teacher's Name Dee O. Kroll

COURSE OUTLINE

It is required by state law that an outline be one file for each course taught in Adult Education. This outline is the basis for state approval of the course.

THE FOLLOWING INFORMATION IS NECESSARY FOR STATE APPROVAL

- A. COURSE TITLE Filing
- B. DESCRIPTION A basic course in alphabetical, numerical, alpha-numerical and chronological filing.
- C. GOALS
To develop skill in filing by letter, number and date; using systems common to today's business world.
- D. PERFORMANCE OBJECTIVES (state these in measurable terms)
 - 1. Student will develop the ability to file surnames alphabetically and by subject with an accuracy of not more than 1 error per 100 names.
 - 2. Student will develop the ability to file business names alphabetically and by subject with an accuracy of not more than 1 error per 100 names.
 - 3. Student will develop the ability to file by whole and decimal numbers, with an accuracy of not more than 1 error out of 100.
 - 4. Student will develop the ability to file by alpha-numeric designation with an accuracy of not more than 1 error out of 100.
 - 5. Student will develop the ability to file by date, with an accuracy of not more than 1 error out of 100.
- E. EVALUATION (relate these to performance objectives)
 - 1. Daily assignments scored for accuracy and time. 30 minutes to file 100 names, numbers, dates is acceptable.
 - 2. Monthly unannounced 30 minute timed assignments scored for accuracy.
 - 3. A monthly written evaluation/progress report will note progress in this skill area and, if necessary, offer suggestions for improvement.
- F. INSTRUCTIONAL STRATEGIES
 - 1. Lecture: 10% of instructional time.
 - 2. Individualized instruction through practical application: 90%
 - a. student will repeat units (as necessary) throughout the course so as to gain and maintain a solid foundation of the basics.

G. INSTRUCTIONAL UNITS (course topics)

	HOURS
UNIT 1. Alphabetical filing	
a. surnames	
b. business names	
c. alpha-numeric systems	100
UNIT 2. Numerical Filing	
a. whole numbers	
b. decimal numbers	50
UNIT 3. Alpha-Numeric filing	
a. numbers/letters	
b. letters/numbers	50
UNIT 4. Chronological	
a. most recent date first	
b. most remote date last	50

Total Number of Weeks 25

Total Hours 250

H. CONDITIONS FOR REPETITION

Program does not provide for course repetition, but does offer extension privileges based on individual need to be determined by the training coordinator.

Date November 5, 1981

Teacher's Name Dee O. Kroll

COURSE OUTLINE

It is required by state law that an outline be on file for each course taught by Adult Education. This outline is the basis for state approval of the course.

THE FOLLOWING INFORMATION IS NECESSARY FOR STATE APPROVAL

A. COURSE TITLE Common Reference Materials

B. DESCRIPTION A course in the gathering and recording of information.

C. GOALS

To gain an understanding of and practical experience in using the common reference materials found in the modern office.

D. PERFORMANCE OBJECTIVES (state these in measurable terms)

1. Student will demonstrate ability to use the dictionary and the Tesauros by completion of weekly exercises with no more than 1 error per assignment.
2. Student will demonstrate ability to use the telephone directory, zip code directory and area code handbook by completion of weekly exercises with no more than 1 error per assignment.
3. Student will demonstrate ability to use maps, the bus book and other types of schedules by completion of weekly exercises with no more than 1 error per assignment.

E. EVALUATION (relate these to performance objectives)

1. Weekly exercises will be repeated until they can be completed with no more than 1 error each on 2 consecutive assignments.
2. A monthly written evaluation/progress report will note progress in this skill area and, if necessary, offer suggestions for improvement.

F. INSTRUCTIONAL STRATEGIES

1. Lecture: 10%
2. Practical application: 90%

G. INSTRUCTIONAL UNITS (course topics)

	HOURS
UNIT 1. The Dictionary and Thesaurus	15
UNIT 2. The Telephone and Zip Code Directories and the Area Code Handbook	35
UNIT 3. Maps, Bus Book, Other Schedules	15

Total Number of Weeks 25

Total Hours 65

H. CONDITIONS FOR REPETITION

Program does not provide for course repetition, but does offer extension privileges based on individual need to be determined by the training coordinator.

Date November 5, 1981

Teacher's Name Dee O. Kroll

COURSE OUTLINE

It is required by state law that an outline be on file for each course taught in Adult Education. This outline is the basis for state approval of the course.

THE FOLLOWING INFORMATION IS NECESSARY FOR STATE APPROVAL

- A. COURSE TITLE Typing
- B. DESCRIPTION A touch typing course covering beginning through advanced levels.
- C. GOALS
 - 1. To develop accepted entry level competence in typing from:
 - a. straight copy
 - b. rough copy
 - c. dictaphone tapes
 - 2. To increase students ability to proofread and correct his/her own work.
 - 3. To increase knowledge of and ability to use standard business typing formats.
 - 4. To develop student's ability to type special projects.
 - a. spirit masters for the fluid copier.
- D. PERFORMANCE OBJECTIVES (state these in measurable terms)
 - 1. Student will master keyboard by touch as demonstrated by evaluation.
 - 2. Student will develop speed up to 45 wpm on 1, 3 and 5 minute timed typing assignments.
 - 3. Student will decrease errors to 3 or fewer per 5 minute timed typing or per page of practice assignments.
 - 4. Student will find and correct his/her own typographical errors on each day's work.
 - 5. Student will exhibit knowledge of basic business typing formats on daily assignments by meeting or exceeding the accuracy requirement.
 - 6. Student will type at least 5 spirit masters with no more than 1 error each by the end of the 4th month of instruction.
- E. EVALUATION (relate these to performance objectives)
 - 1. Daily timed typing assignments will be scored for both speed and accuracy minimum acceptable accuracy will be 5 errors per 5 minute timing thereafter. Speed will reach 25 wpm by the end of the 3rd month. 35 wpm by the end of the 4th month; 45 wpm by the end of the 5th month and sustained through completion.
 - 2. Daily assignments that are not timed will be scored for accuracy - 5 errors per page will be acceptable through the 3rd month and only 3 per page thereafter.
 - 3. A monthly written evaluation/progress report will note progress in this skill area and if necessary, offer suggestions for improvement.
- F. INSTRUCTIONAL STRATEGIES
 - 1. Lecture: 10% of instructional time
 - 2. Individual instruction through practical application: 90%
 - a. student will not progress from one unit to the next until scores on either daily or daily timed typing meets minimum evaluation standards.

G. INSTRUCTIONAL UNITS (course topics)

	HOURS
UNIT 1. Learn Keyboard by Touch a. Practice problem keys	70
Unit 2. Build speed and Accuracy on Straight Copy a. Begin 1 and 3 minute timed typing daily	40
UNIT 3. Study and Practice Business Letter Formats	40
UNIT 4. Build Speed and Accuracy on Rough Copy, Dictaphone, Forms, Labels, Charts, Letters a. Add 5 minute timed typing daily	60
UNIT 5. Special Problems for Individual Needs	40

Total Number of Weeks 25

Total Hours 250

H. CONDITIONS FOR REPETITION

Program does not provide for course repetition, but does offer extension privileges based on individual need to be determined by the training coordinator.

Date November 4, 1981

Teacher's Name Dee O. Kroll

FILED
JAN 22 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY Anna M. Carlson
DEPUTY

AGREEMENT NO. 82- 7

(Agreement to Provide Work Training and/or Experience)

THIS AGREEMENT, dated this 19 day of January, 1982, by and between the Department of Rehabilitation, State of California, hereinafter DEPARTMENT, and the County of Yolo, a political subdivision of the State of California, hereinafter COUNTY,

WITNESSETH:

RECITALS:

A. DEPARTMENT desires to provide training and work experience to handicapped individuals who are clients of the DEPARTMENT. DEPARTMENT desires to place clients with COUNTY to perform the duties of certain job classifications as authorized by COUNTY.

B. COUNTY desires to cooperate with DEPARTMENT and to provide work training and experience to clients of DEPARTMENT in departments where the hiring authority requests the services of DEPARTMENT and its clients.

C. DEPARTMENT has funds to pay the salary and fringe benefits of clients it places with COUNTY.

AGREEMENTS:

A. Subject to availability, DEPARTMENT agrees to place with COUNTY appropriate clients to perform the duties of certain job classifications within the COUNTY, as determined by COUNTY. COUNTY agrees to provide training and work experience to such clients. No individual client of the DEPARTMENT shall perform such duties for more than a six month period.

B. For all such clients, the DEPARTMENT shall be deemed the employer for purposes of this agreement. The clients shall be administratively responsible to the DEPARTMENT, and the DEPARTMENT will be responsible for

1 their employment, separation, hourly work, and other similar matters
2 associated with an employer/employee relationship. Such employees are not to
3 be considered County employees.

4 C. Subject to the approval of COUNTY's hiring authority and the
5 Director of the Personnel Services Agency, DEPARTMENT shall assign the duties
6 and the hours of work to the DEPARTMENT's clients. The work location shall be
7 determined by COUNTY.

8 D. The services of clients of the DEPARTMENT pursuant to this agreement
9 shall not be used to displace any COUNTY employee.

10 E. Clients of DEPARTMENT shall be paid by DEPARTMENT the same salary
11 and fringe benefits as regular COUNTY employees in the classifications for
12 which the clients are performing duties. For administrative convenience,
13 COUNTY shall pay to the clients the salary and shall provide the fringe
14 benefits, including worker's compensation. COUNTY agrees to reimburse
15 DEPARTMENT for the cost of providing worker's compensation. At the request of
16 the COUNTY's Director of Personnel Services Agency, DEPARTMENT shall terminate
17 the services of any client placed with COUNTY.

18 F. The term of this agreement shall be from November 1, 1981 through
19 June 30, 1982. It may be terminated earlier by either party upon thirty (30)
20 days written notice to the other party.

21 G. If a vacancy occurs in any regular COUNTY position while a client of
22 DEPARTMENT is performing the duties of the classification for that position,
23 the client shall be notified of the vacancy and provided an opportunity to
24 apply for the position.

25 H. To the extent authorized by law, DEPARTMENT and COUNTY herein
26 jointly agree to mutually indemnify, hold harmless, and defend the other, its

1 officers, agents, and employees from all liability, claims, losses, demands
2 and actions for injury to or death of persons or damage to property, including
3 without limitation, all consequential damages, from any cause whatsoever
4 arising from or connected with the operations or the services of the COUNTY or
5 the DEPARTMENT, resulting from the conduct, negligent or otherwise, of the
6 COUNTY, the DEPARTMENT, their agents or employees in the performance of this
7 agreement.

8 IN WITNESS WHEREOF, the parties hereto have executed this agreement the
9 day and year first above written.

10 DEPARTMENT OF REHABILITATION, State
11 of California

12 BY *Barbara J. Jarnal*
13 (acting) DISTRICT ADMINISTRATOR

14 COUNTY OF YOLO, a political subdivision
15 of the State of California

16 BY *James R. Williams*
17 CHAIRMAN OF THE BOARD OF SUPERVISORS
18 COUNTY OF YOLO, STATE OF CALIFORNIA

19 ATTEST:

20 PETE E. LUCAS, CLERK
21 BOARD OF SUPERVISORS

22 BY *Anna M. Calver*
23 DEPUTY
24 (SEAL)

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Anna M. Calver
Deputy

F O L E D

JAN 22 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY THOMAS M. LUCAS
DEPUTY

AGREEMENT NO. 82-8

(To Provide Administrative Services for the Yolo County Detention Facilities Project)

THIS AGREEMENT, dated for convenience this 12th day of January, 1982, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY") and Stephen Darel Keeter (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

RECITALS:

1. The board of supervisors of a county is authorized by Government Code Section 31000 to contract for special services on behalf of a county with persons specially trained, experienced, expert and competent to perform special administrative services.
2. The Board of Supervisors desires to contract with such a person to provide special services to the County and its Detention Facilities Project.
3. CONTRACTOR represents that he is such a person and desires to enter into a contract for, and to provide such services, to COUNTY.

AGREEMENTS:

1. SERVICES. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to furnish the following described special services exclusively to COUNTY and its Detention Facility Project during the term of this agreement:
 - A. Screening of the Requests for Proposals for architectural work for the Detention Facilities Project
 - B. Administering the interview and hiring process for consultants to the Detention Facilities Project

- 1 C. Preparation of Consultant Contract in coordination with County Counsel
2 D. Acting as a central point of contact for the project and for the con-
3 sultants.
4 E. Keeping the County Administrator and Board of Supervisors appraised of
5 progress on the project and preparing agenda items for Board action
6 at key decision points.
7 F. Scheduling and coordinating meetings with the consultants and county
8 agencies as necessary
9 G. Making sure that project deadlines are met
10 H. Setting and coordinating public hearings
11 I. Coordinating with the Board of Corrections on the jail plans as they
12 progress
13 J. Keeping abreast of state and federal funding opportunities and preparing
14 funding applications for Board approval
15 K. Other related duties as required.
- 16 2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this
17 agreement all licenses, permits, qualifications and approvals of whatsoever
18 nature which are legally required to practice expert professional services
19 required in this Agreement.
- 20 3. STANDARDS. CONTRACTOR shall perform the services described in a professional
21 and businesslike manner. All work products shall be prepared in accordance
22 with the standards of quality satisfactory to the County.
- 23 4. ASSIGNMENT OR SUBCONTRACT. No performance of this agreement may be sub-
24 contracted.
- 25 5. INDEMNITY AND DEFENSE. COUNTY agrees to extend to CONTRACTOR as to any
26 action or proceeding on account of an act or omission of CONTRACTOR

- 1 within the scope of services for COUNTY provided pursuant to this
2 Agreement, those rights of indemnification, including the right that the
3 County pay any judgment or pay any compromise or settlement of a claim or
4 action and right to provision for a defense of actions or proceedings as
5 are granted to employees of a public entity against such public entity by
6 the provisions of Division 3.6 of Title 1 of the Government Code.
- 7 6. RESIGNATION. By execution and delivery of this Agreement, CONTRACTOR
8 resigns as an employee of COUNTY effective January 31, 1982.
- 9 7. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that
10 CONTRACTOR is an independent contractor and is not subject to the
11 direction and control of COUNTY except as to final result. CONTRACTOR
12 shall be solely liable and responsible to pay all required taxes and
13 other obligations, including, but not limited to, withholding and Social
14 Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless
15 from any liability which it may incur to the Federal or State governments
16 as a consequence of this contract.
- 17 8. TIME. Time is of the essence of this Agreement.
- 18 9. NO ALTERATION. No alteration or variation of the terms of this Agreement
19 shall be valid unless made in writing and signed by the parties hereto,
20 and no oral understandings or agreements not incorporated herein, shall
21 be binding on any of the parties hereto.
- 22 10. LAWS. The CONTRACTOR shall comply fully with all applicable Federal,
23 State and local laws, ordinances, regulations, and permits. The
24 CONTRACTOR shall secure any new permits required by authorities having
25 jurisdiction over the project, and shall maintain any presently required
26 permits.

- 1 11. SUCCESSORS. This Agreement shall inure to the benefit and bind the
2 successors of each of the parties.
- 3 12. TERM. The term of this contract shall commence on February 1, 1982, and
4 shall terminate on October 31, 1982. The County reserves the right to
5 terminate this Agreement upon thirty (30) days written notice. The con-
6 tract may be extended on a month to month basis for a maximum of six (6)
7 months.
- 8 13. COMPENSATION. COUNTY, for an in consideration of the covenants, conditions,
9 agreements, and stipulations of CONTRACTOR herein does agree to provide
10 as total compensation to CONTRACTOR and for all of CONTRACTOR'S expenses
11 incurred in the performance hereof, the following:
- 12 A. CONTRACTOR shall be paid ONE THOUSAND FIVE HUNDRED FIFTY SEVEN and 14/100
13 (\$1,557.14) DOLLARS within five (5) days prior to the end of each month.
- 14 B. COUNTY shall reimburse CONTRACTOR for reasonable and necessary travel
15 incurred in the performance of services rendered pursuant to and in
16 accordance with prevailing COUNTY policy.
- 17 14. LOGISTICAL SUPPORT. COUNTY shall provide reasonable and necessary clerical
18 support, office space, telephone and office supplies.

19 IN WITNESS WHEREOF, the parties hereto have executed this agreement.

20
21 ATTEST:
22 PETE E. LUCAS
23 CLERK OF THE BOARD OF SUPERVISORS
24 BY Gina A. Galvan
25 Deputy

26 APPROVED AS TO FORM:
CHARLES MACK
COUNTY COUNSEL

By [Signature]
Deputy County Counsel

COUNTY OF YOLO, a political subdivision
of the State of California

BY [Signature]
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

CONTRACTOR:

BY Step L. Darel Keeter
STEPHEN DAREL KEETER

JAN 22 1982

JOINT USE AGREEMENT

No. 1532.1-3

PETE E. LUCAS, CLERK OF THE BOARD

BY Anna M. Lucas
DEPUTY

AGREEMENT NO. 82-9

THIS AGREEMENT, entered into this 3rd day of December, 1981, by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "Company," and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County,"

W I T N E S S E T H:

WHEREAS, Company is the owner in possession of certain rights of way and easements, hereinafter referred to as "Company's easement" and described as follows:

1. The rights granted to Pacific Gas and Electric Company by Allen J. Doll by unrecorded deed dated February 14, 1958, a copy of which is attached hereto as Exhibit "A".
2. The rights granted to Pacific Gas and Electric Company by Joseph Gibson Doll by unrecorded deed dated February 10, 1958, a copy of which is attached hereto as Exhibit "B".

and

WHEREAS, County, by virtue of that certain Resolution filed for record October 8, 1980, in the office of the County Recorder of said County of Yolo in Book 1442 of Official Records at page 732, has acquired certain lands for road purposes in the vicinity of Winters, hereinafter referred to as "Road," which said lands traverse Company's easement;

and

WHEREAS, Company's facilities installed pursuant to Company's easement did interfere with or obstruct the construction, reconstruction, maintenance or use of a State Highway, of which said road was formerly a part, and Company has relocated and reconstructed its said facilities within the new location hereinafter described to eliminate such interference or obstruction;

and

WHEREAS, Company desires and County is willing to change the location of Company's easement insofar as it lies within said road;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, Company and County do hereby mutually agree as follows:

1. Company and County agree that the location of Company's easement so far as it now lies within the right of way of said road be, and it hereby is, changed to the strip of land within said road right of way, hereinafter referred to as "new location" described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as Company deems necessary located along the route which is delineated by the heavy dashed line shown upon the print of Company's Drawing No. L-8-1-10W attached hereto and made a part hereof.

2. Company does hereby abandon, surrender and quitclaim to County all of its right, title and interest under and by virtue of said easement in the location heretofore occupied by its facilities within said road right of way and not included in said new location. Company hereby consents to the construction, reconstruction, maintenance or use by County of a road, over, along and upon Company's easement both in its old location within said road right of way and in the new location upon and subject to the terms and conditions herein contained.

3. In the event that the future use of said road shall at any time or times necessitate rearrangement, relocation, reconstruction or removal of any of Company's utility facilities then existing in said new location and County shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide County with plans of its proposed rearrangement, and will promptly

proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall make adequate provision for the protection of the traveling public. No further permit or permission from County for such rearrangement shall be required and County will (1) enter into a Joint Use Agreement on the same terms and conditions herein set forth covering any such subsequent relocation of Company's facilities within said road right of way, or (2) provide a good and sufficient easement outside of the road right of way, if necessary to replace Company's easement, or (3) reimburse Company for any costs it may be required to expend to acquire such right of way, provided the Company shall have been notified in writing by the County to acquire such right of way.

4. County acknowledges Company's title in Company's easement in said new location and the priority of Company's title over the title of County therein. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both the County and the Company shall use said new location in such a manner as not to unreasonably interfere with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or County may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either the County or the Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized.

PACIFIC GAS AND ELECTRIC COMPANY

APPROVED

By L E Hane
L. E. GROSSE, SUPERVISOR OF LAND RIGHTS
By W B Allison
Assistant Secretary D. B. ALLISON

COUNTY OF YOLO

By James R. Williams
CHAIRMAN, BOARD OF SUPERVISORS
County of Yolo, State of California
By _____

APPROVED AS TO FORM:
Charles R. Mack, County Counsel

G. Lee Humes
Senior Deputy County Counsel

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Anna M. Calver
Deputy

ATTEST:

PETE E. LUCAS

CLERK OF THE BOARD OF SUPERVISORS

BY Anna M. Calver
Deputy

PG & E CO. - APPROVED	
DIVN <u>887</u>	DATE <u>7/24</u>
DEPT. <u>776</u>	BY <u>BH7</u>
LAW <u>654.1</u>	ENCL. <u>1</u>
C.O. LAND <u>78</u>	

F O L E D

JAN 22 1982

PETE E. LUCAS, Clerk THE BOARD
BY George M. Searles
DEPUTY

AGREEMENT NO. 82-10

THIS AGREEMENT, dated for convenience this 19 day of January, 1982, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and MYRNA EBERLINE, (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. The California Relocation Assistance Act, Government Code Section 7260 through 7274, requires a public entity acquiring real property for public use to provide certain relocation services.
2. Government Code Section 7261.5 authorizes a public entity including a county to enter into a contract with any individual for services in connection with a program of relocation assistance.
3. COUNTY desires to acquire real property for public use consisting of property known as Assessor's Parcel Number 5-205-01 to constitute a portion of the site of the Yolo County Administration Complex and in connection with that acquisition desires to provide the required relocation assistance services and desires the special services of persons specially trained, experience, expert and competent to provide such relocation assistance services.
4. CONTRACTOR has submitted a proposal entitled "Proposal for Relocation Services" dated December 18, 1981 (hereinafter referred to as PROPOSAL) which is incorporated by reference as if set forth at length herein.
5. In reliance on the PROPOSAL and the representations made therein, COUNTY desires to obtain CONTRACTOR's special expert services for the provision of relocation services and CONTRACTOR desires to provide such special

expert services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement does hereby agree to furnish to COUNTY the certain services and materials described in PROPOSAL.
2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.
3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.
4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

- 1 5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion
2 thereof may be assigned or subcontracted by CONTRACTOR without the
3 express written consent of COUNTY and any attempt by the CONTRACTOR to
4 assign or subcontract any performance of this Agreement without the
5 express written consent of COUNTY shall be null and void and shall
6 constitute a breach of this Agreement. Whenever the CONTRACTOR is
7 authorized to subcontract or assign, he will include all the terms of
8 this Agreement in any such subcontract or assignment.
- 9 6. EXCULPATORY CLAUSE. Each party shall indemnify, defend, and hold harmless
10 the other party, its officers, agents, and employees from and against all
11 claims, demands, losses, damage, liability, cost and expenses of whatever
12 nature, including court costs and counsel fees accruing or resulting to
13 any person, firm or corporation who may be injured by that party in the
14 performance of this Agreement.
- 15 7. TERMINATION. The COUNTY shall have the right to terminate this Agreement
16 at its sole discretion at any time upon thirty (30) days' written notice
17 to CONTRACTOR. The COUNTY shall also have the right to terminate this
18 Agreement immediately for failure of the CONTRACTOR to comply with the
19 terms and conditions of this Agreement. In the case of early termination,
20 a final payment will be made to the CONTRACTOR upon receipt of a report
21 covering compensation earned to termination. In the event of such
22 immediate termination, COUNTY may proceed with the work in any manner
23 deemed proper by the COUNTY. The cost to the COUNTY shall be deducted
24 from any sum due to the CONTRACTOR under this Agreement, and the balance,
25 if any, shall be paid the CONTRACTOR upon demand.
- 26 8. RECORDS. CONTRACTOR shall maintain a complete and accurate program and

- 1 accounting records showing the services performed in connection with the
2 performance of this Agreement, including working papers in any way
3 associated with the performance of this Agreement and shall make such
4 records available for inspection by authorized representatives of COUNTY at
5 any reasonable time during the performance of this Agreement, and for a
6 period of three (3) years from and after the date of final payment.
- 7 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and
8 execution of this Agreement, CONTRACTOR and any agents and employees of
9 CONTRACTOR are independent contractors and are not and shall not be
10 construed to be agents or employees of COUNTY and that CONTRACTOR shall
11 have no authority, expressed or implied, to act on behalf of COUNTY or to
12 bind COUNTY to any obligation whatsoever.
- 13 10. TIME. Time is of the essence of this Agreement.
- 14 11. NO ALTERATION. No alteration or variation of the terms of this Agreement
15 shall be valid unless made in writing and signed by the parties hereto,
16 and no oral understandings or agreement not incorporated herein, shall be
17 binding on any of the parties hereto.
- 18 12. LAWS. The CONTRACTOR shall comply fully with all applicable Federal,
19 State, and local laws, ordinances, regulations, and permits. The CONTRAC-
20 TOR shall secure any new permits required by authorities having jurisdic-
21 tion over the project, and shall maintain any presently required permits.
- 22 13. COMPENSATION. The consideration to be paid CONTRACTOR, as provided
23 herein, shall be in compensation for all of CONTRACTOR'S expenses
24 incurred in the performance hereof, including travel and per diem, unless
25 otherwise expressly so provided.
- 26 14. SUCCESSORS. This Agreement shall inure to the benefit and bind the

1 successors of each of the parties.

2 15. PAYMENT. The COUNTY, for an in consideration of the covenants,
3 conditions, agreements, and stipulations of the CONTRACTOR herein
4 expressed, does hereby agree to pay compensation to CONTRACTOR a rate of
5 FORTY-FIVE DOLLARS (\$45.00) per hour of service not to exceed the total
6 sum of FOUR THOUSAND DOLLARS (\$4,000.00). Payment shall be made upon
7 monthly claims, including the hours of service performed during the
8 preceding month, submitted to the Director of County Facilities of
9 COUNTY.

10 IN WITNESS WHEREOF, this Agreement has been executed by the parties
11 hereto.

12 Dated: January 19, 19 82.

13 COUNTY OF YOLO, a political subdivision
14 of the State of California

15 BY [Signature]
16 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

17 ATTEST:

18 PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

19 BY Anna M. Galvan
20 DEPUTY

21 (SEAL)

22 The undersigned Deputy Clerk
23 of the Board of Supervisors
24 certifies that pursuant to
25 Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

26 MYRNA EBERLINE

Myrna Eberline

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Anna M. Galvan
Deputy

MEMORANDUM OF UNDERSTANDING

AGREEMENT NO. 82-11

I. INTRODUCTION AND BACKGROUND

Homestake Mining Company ("Homestake") is considering the construction and operation of a surface gold mine on private and federally-owned lands in Napa and Yolo Counties and associated facilities on locations in Napa, Yolo and/or Lake Counties (the "Counties") not yet selected. Homestake's activities are generally referred to as the McLaughlin Project ("Project").

The Project, if implemented, may significantly affect the quality of the human environment within the meaning of the National Environmental Policy Act ("NEPA"). It may also have significant effects on the environment within the meaning of the California Environmental Quality Act ("CEQA").

The Bureau of Land Management ("BLM") could determine that an Environmental Impact Statement ("EIS") should be prepared pursuant to NEPA in connection with the approval of any Plan of Operations filed by Homestake pursuant to the Federal Land Policy and Management Act of 1976 ("FLPMA") or any other entitlement for use that may be required from the BLM in connection with the Project.

The Counties and/or other state, regional and or local agencies, or one or more of them, could determine that an Environmental Impact Report ("EIR") should be prepared pursuant to CEQA in connection with the granting of any use permit or any other entitlement for use that may be required from one or more of the agencies in connection with the Project.

II. PURPOSE

The purpose of this Agreement is to establish procedures acceptable to all the parties for collecting and preparing basic environmental and supporting data.

III. AGREEMENT TO COORDINATE; PROCEDURES

The Counties, the Bureau of Land Management ("BLM") and Homestake agree to coordinate and combine their efforts with respect to the Project to develop and carry out a program of baseline data gathering necessary to prepare a "Study Plan" and "Baseline Report" as defined herein.

1. The Counties and BLM will designate a Project staff representative and a member appointed by the Board of Supervisors from each of the Member Counties as a committee to review and provide timely comment on the "Study Plan" and the "Baseline Report".

2. Homestake will, at its sole cost, cause D'Appolonia Consulting Engineers, Inc. ("Consultant") to prepare an overall methodological and procedural guide ("Study Plan") for gathering baseline and environmental data in the Project area. The Study Plan will include a list of such studies analysis, and data collection as are reasonably required to prepare the Baseline Report and shall include a time schedule for the completion of each major work item in the Baseline Report. The Counties and other participating agencies will provide guidance to the Consultant in the development of the Study Plan. The Study Plan will be made available to the public and provided to all governmental agencies that have an involvement with the Project for review. The parties to this Agreement and the other governmental agencies having an involvement with the Project will provide such assistance in the preparation of the Study Plan as they deem appropriate. Review of the Study Plan shall be completed within ninety calendar days of receipt of said plan by each agency. If revision is necessary, the revised plan will be resubmitted to each agency. The Study Plan shall be completed and received and accepted by the Committee before completion of the Baseline Report, and prior to filing any permit applications other than exploration and activities incidental thereto.

3. After receipt and acceptance by the Committee and at Homestake's request, the Consultant will carry out the recommendations in the Study Plan. Information and test results collected shall be presented in a report ("Baseline Report"). The Counties and other participating agencies will provide guidance to the Consultant with respect to the preparation of the Baseline Report. The Baseline Report will be made available for review by the public and all governmental agencies that have an involvement with the Project. Governmental agencies having an involvement with the Project will have a continuing opportunity to make recommendations with respect to the Baseline Report. This Report shall be in such form and contain such information as will aid in preparation of subsequent CEQA and NEPA documents, including any joint EIR/EIS. Upon completion, the Baseline Report will be provided to all Counties and other participating agencies and will be made available to the public. All such agencies and the other parties to this Agreement will review the Baseline Report, and notify the parties to this Agreement of any inadequacies or need for additions, describing them in detail. Such review shall be completed within ninety days of the receipt of the Baseline Report. A response to the comments presented to the Committee shall then be prepared and incorporated in the report and presented to the Committee by the Consultant. It is anticipated by the parties hereto, that shortly following the completion of the Baseline Report, the parties hereto will reach an agreement as to the identity of the Lead Agency or Lead Agencies for purposes of the environmental review process. The Baseline Report shall include a description of data base and environments, general project activities proposed and their location, and alternatives to the extent possible in such form as to aid in preparation of the EIR/EIS. The Counties and BLM shall then indicate that they have received and accepted the Baseline Reports.

4. A Contractor "Contractor" shall be selected by the Counties and BLM to prepare a joint EIR/EIS. The Contractor will be provided with and instructed to use the Baseline Report. In the event the Baseline Report is not completed at the time the Contractor is retained, the Consultant will complete it under the general supervision of the Contractor. Homestake will provide the agencies and the Contractor a detailed project description, and will defray all costs and expenses of the Contractor. The Counties and BLM reserve the right to instruct the Contractor on use of the Baseline Report.

5. An organizational meeting of the Committee shall be held within thirty days after execution of this Agreement. Thereafter, the parties shall meet as agreed upon.

IV. MISCELLANEOUS

1. Any party to this Agreement may terminate this Agreement as to itself with thirty days prior written notice to each of the other parties. However, this does not eliminate the requirements of compliance with CEQA on the part of Homestake or withdrawing Agency.

2. This Agreement shall become effective upon the signing by all Counties, BLM and Homestake.

3. In the event that any agency that is a party to this Agreement initiates any legislative action or activity which may be related to the Project, such as a general plan amendment or zoning change, such agency shall utilize to the extent practicable all the data and information then available as a result of this Agreement in connection with any CEQA or NEPA compliance.

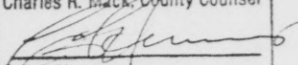
For Yolo County

For Homestake Mining Company

For Bureau of Land Management

For Napa County

APPROVED AS TO FORM:
Charles R. Mack, County Counsel


G. Lee Humes
Senior Deputy County Counsel

For Lake County

Dec. 23, 1981

FILED

JAN 27 1982

1 AGREEMENT NO. 82-12
2 (Contract for Initial
3 Assessment for Yolo
County Detention
Facilities Project)

PETE E. LUCAS, CLERK OF THE BOARD
BY [Signature]
DEPUTY

4 THIS AGREEMENT, dated for convenience this 20th day of January,
5 1982, in the State of California, by and among the COUNTY OF YOLO, a
6 political subdivision (hereinafter referred to as the COUNTY), and
7 BROWN AND CALDWELL CONSULTING ENGINEERS, a corporation (hereinafter
8 referred to as CONTRACTOR).

9 W I T N E S S E T H:

10 RECITALS:

- 11 1. COUNTY desires to obtain an Initial Assessment upon the proposed
12 Yolo County Detention Facility Project, and desire the special
13 services of persons specially trained, experienced, expert and
14 competent to prepare such an Initial Assessment.
- 15 2. CONTRACTOR has submitted a proposal entitled "Proposal Initial
16 Assessment and EIR Yolo County Detention Facilities" dated
17 December 18, 1981, (hereinafter referred to as PROPOSAL) which is
18 incorporated by reference as if set forth at length herein.
- 19 3. In reliance on the PROPOSAL and the representations made therein,
20 including those as to the suitability of CONTRACTOR to prepare an
21 Initial Assessment, CONTRACTOR'S understanding of the project re-
22 quirements, the unique qualifications of the proposed project
23 team, CONTRACTOR'S scope of work, CONTRACTOR'S proposed organi-
24 zation and management for the project, and related corporate
25 experience including the part set forth in Section 4 of PROPOSAL
26 and the resumes attached thereto, COUNTY desires to obtain

1 CONTRACTOR'S special expert services for development of Initial
2 Assessment; and CONTRACTOR desires to provide such expert
3 services.

4 AGREEMENTS:

- 5 1. WORK. CONTRACTOR, for and in consideration of the covenants,
6 conditions and stipulations set forth in this contract does
7 hereby agree to furnish to the County the certain services
8 described in PROPOSAL, including but not limited to the
9 following:
- 10 A. CONTRACTOR shall perform the work set forth in the PROPOSAL
11 in accordance with the APPROACH set forth in Section 1 and
12 the SCOPE OF WORK set forth in Section 2 of the PROPOSAL.
- 13 B. CONTRACTOR shall complete and submit a draft of the
14 Initial Assessment within five (5) weeks of signing this
15 contract, and submit final Initial Assessment within one (1)
16 week after receiving comments from the County.
- 17 C. CONTRACTOR shall agree to attend two (2) public meetings
18 and provide one hundred (100) copies of the Initial
19 Assessment.
- 20 D. CONTRACTOR shall provide project organization, management,
21 and, key professional personnel as set forth in Section 4
22 of PROPOSAL. Changes in project personnel must be authorized
23 in advance, in writing by County.
- 24 2. LICENSES. CONTRACTOR shall secure and maintain throughout the
25 term of this AGREEMENT all licenses, permits, qualifications and
26 approvals of whatsoever nature which are legally required for

1 CONTRACTOR to practice the profession or to perform the expert
2 professional services required in this PROPOSAL.

3 3. STANDARDS. CONTRACTOR shall perform all service required pur-
4 suant to this AGREEMENT in the manner and according to the
5 standards observed by a competent practitioner of the profession
6 in which CONTRACTOR is engaged. All work products of whatsoever
7 nature which CONTRACTOR delivers to COUNTY pursuant to this
8 AGREEMENT shall be prepared in a substantial first-class and
9 workmanlike manner and conform to the standards of quality
10 normally observed by a person practicing in the CONTRACTOR'S
11 profession.

12 4. PERSONNEL. CONTRACTOR shall assign only competent personnel to
13 perform services pursuant to this AGREEMENT. In the event that
14 COUNTY in its sole discretion, at any time during the term of
15 this AGREEMENT, desires the removal of any person or persons
16 assigned by CONTRACTOR to perform services pursuant to this
17 AGREEMENT, CONTRACTOR shall remove any such person immediately
18 upon receiving notice from the COUNTY of the desire of the
19 COUNTY for the removal of such person or persons.

20 5. ASSIGNMENT OR SUBLETTING. No performance of this AGREEMENT or
21 any portion of the professional services thereof may be assigned
22 or subcontracted by CONTRACTOR excluding those subcontractors
23 quoted in the proposal, without the express written consent of
24 the COUNTY and any attempt by the CONTRACTOR to assign or sub-
25 contract any performance of this AGREEMENT without the express
26 written consent of the COUNTY shall be null and void and shall

1 constitute a breach of this AGREEMENT. Whenever the CONTRACTOR
2 is authorized to subcontract or assign, he will include all the
3 terms of this AGREEMENT in any such subcontract or assignment.

4 6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend and
5 hold harmless COUNTY, its officers, agents, and employees
6 from and against all claims, demands, losses, damage, liability,
7 cost and expenses of whatever nature, including court costs and
8 counsel fees accruing or resulting to any person, firm or corpo-
9 ration who may be injured by CONTRACTOR in the performance of
10 this AGREEMENT.

11 7. TERMINATION. The COUNTY shall have the right to terminate this
12 AGREEMENT at their sole joint discretion at any time upon seven
13 (7) days written notice to CONTRACTOR. COUNTY shall also have
14 the right to terminate this AGREEMENT immediately for failure
15 of the CONTRACTOR to comply with the terms and conditions of this
16 AGREEMENT. In the case of early termination, a final payment
17 will be made to the CONTRACTOR upon receipt of a report covering
18 compensation earned to termination. In the event of such
19 immediate termination COUNTY may proceed with the work in any
20 manner deemed proper by the COUNTY. The cost to COUNTY shall
21 be deducted from any sum due to the CONTRACTOR under this
22 AGREEMENT, and the balance, if any, shall be paid the
23 CONTRACTOR upon demand.

24 8. LEGAL ADEQUACY. That the consultant will prepare a legally
25 adequate Initial Assessment. If the adequacy of said Initial
26 Assessment is legally challenged, consultant agrees to make,

promptly, modifications in the Initial Assessment, for which consultant is responsible, required by the Court in order to comply with C.E.Q.A., or reimburse the County for the reasonable costs of such modifications in the event the consultant chooses not to make the modifications, in which case the COUNTY shall have the right to retain another consultant to make said modifications. Consultant also agrees to indemnify the County for court costs and attorney fees, if any, awarded against the County attributable to the inadequacy of Initial Assessment, for which consultant is responsible. The consultant is expected, in the event of a challenge to legal adequacy of said Initial Assessment, to cooperate with County Counsel in addressing the inadequacies.

9. RECORDS. CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this AGREEMENT, including working papers in any way associated with the performance of this AGREEMENT and shall make such records available for inspection by authorized representatives of the COUNTY at any reasonable time during the performance of this AGREEMENT, and for a period of three (3) years from and after the date of final payment.

10. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this AGREEMENT, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of

1 COUNTY and that CONTRACTOR shall have no authority, expressed
2 or implied, to act on behalf of COUNTY or to bind COUNTY to
3 any obligation whatsoever.

4 11. TIME. Time is of the essence of this AGREEMENT.

5 12. NO ALTERATION. No alteration or variation of the terms of this
6 AGREEMENT shall be valid unless made in writing and signed by
7 the parties hereto, and no oral understandings or agreement
8 not incorporated herein, shall be binding on any of the parties
9 hereto.

10 13. LAWS. The CONTRACTOR shall comply fully with all applicable
11 federal, state, and local laws, ordinances, regulations, and
12 permits required for the conduct of its business by authorities
13 having jurisdiction over the project and shall maintain any
14 presently required permits.

15 14. COMPENSATION. The consideration to be paid CONTRACTOR, as
16 provided herein, shall be in compensation for all of CONTRAC-
17 TOR'S expenses incurred in the performance hereof, including
18 travel and per diem, unless otherwise expressly so provided.

19 15. SUCCESSORS. This AGREEMENT shall inure to the benefit and
20 bind the successors of each of the parties.

21 16. PAYMENT. For performance of the Initial Assessment services
22 as outlined in PROPOSAL that COUNTY shall pay BROWN AND CALDWELL
23 the sum of fifteen thousand, three hundred dollars (\$15,300.00).
24 Payment shall be made in two payments. The sum of seven thousand
25 six hundred and fifty dollars (\$7,650.00) will be paid upon
26 delivery of the completed draft of the Initial Assessment to

1 staff. The sum of seven thousand, six hundred and fifty dollars
2 (\$7,650.00) will be paid upon acceptance of the Initial Assess-
3 ment by the Board of Supervisors. BROWN AND CALDWELL shall
4 submit a claim to the County Administrator upon delivery to
5 staff of a completed draft Initial Assessment and an additional
6 claim following the acceptance of the Initial Assessment by the
7 Board of Supervisors.

8 17. TERM. The term of this contract shall commence on execution
9 and delivery of this AGREEMENT, and CONTRACTOR shall complete
10 performance within the time set forth in the project schedule
11 and project start specified in Section 1.B of this AGREEMENT.

12 18. DRAWINGS, PLANS AND SPECIFICATIONS. All data, drawings and
13 reports developed by BROWN AND CALDWELL under this AGREEMENT
14 shall become the property of the COUNTY. All such data, draw-
15 ings, and reports shall at COUNTY request be delivered to
16 COUNTY upon payment for such services as have been rendered.

17 19. ENTIRE AGREEMENT. In the event any services provided for
18 herein are authorized by the COUNTY to be performed or caused
19 to be performed by BROWN AND CALDWELL prior to the effective
20 date of this AGREEMENT such services shall be deemed to have
21 been performed under this AGREEMENT. This AGREEMENT including
22 all exhibits incorporated herein by reference constitutes the
23 entire AGREEMENT between the parties hereto relating to the
24 subject matter hereof, and supersedes any previous agreements
25 or understandings.

26 ////

1 DATED: January 26, _____, 1982.

2
3
4 COUNTY OF YOLO, A Political Sub-
5 division of the State of California

6 BY George B. Thomas.
7 Chairman of the Board of Supervisors
8 County of Yolo, State of California

9 ATTEST:

10 PETE E. LUCAS
11 CLERK OF THE BOARD OF SUPERVISORS

12 BY Paula M. Cooper
13 Deputy

14 BROWN AND CALDWELL,
15 A Corporation

16 John Hoag
17 Representative Vice President

18
19
20 APPROVED AS TO FORM:
21 CHARLES MACK
22 COUNTY COUNSEL

23 BY Paula M. Cooper
24 Deputy County Counsel

25 The undersigned Deputy Clerk
26 of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M. Cooper
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th day of January, 1982, by and between Rayards Lopy and Lucille Lopy
241 Bay 816 Corpus, Ca. 95627

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

WITNESSETH:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Inclusion to Preserve No. 1 by the County by Resolution No. 82-7, which was filed in the Office of the County Recorder of Yolo County on January 28, 1982, and recorded in Volume 1508 of Official Records at Page 492, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1955 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.



COUNTY OF YOLO

BY James P. Brown
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Everardo Lopez & Lucille Lopez

NOTARY PUBLIC
(Individual)

STATE OF CALIFORNIA

COUNTY OF Yolo } SS.

On August 24, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Everardo Lopez & Lucille Lopez

_____, known to me
to be the person(s) whose names are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

Timothy W. Ireland



(This area for official notarial seal)

STATE OF CALIFORNIA

COUNTY OF YOLO

On January 19, 19 82, before me, the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
GEORGE P. DeMARS, known to me to be the Chairman
of the Board of Supervisors of the County of Yolo, and also known to me to be the
person who executed said document on behalf of the County of Yolo, and acknowledged
to me that the County of Yolo executed the within instrument pursuant to a resolution
of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.



PETE E. LUCAS, Clerk of the
Board of Supervisors

By Paula M. Cooper
Deputy

STATE OF CALIFORNIA

COUNTY OF YOLO

On this _____, 19____, before me the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
_____,
known to me to be the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By _____
Deputy

EXHIBIT A GUARANTEE
71 43583

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE

Order No. 81605

Liability \$130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Everardo Lopez and Lucille Lopez

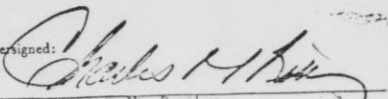
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of August 12, 1981 @5:00 p.m., in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By

By


President
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve No. 1

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 81605

Effective Date: August 12, 1981 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1981, with respect to the name(s) of

Title to the herein described property vests in:

Everardo Lopez and Lucille Lopez, his wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Said land is situated in the County of Yolo, State of California, and described as follows:

PARCEL 1:

That portion of the South one-half of Section 24, Township 11 North, Range 1 West, Mount Diablo Base and Meridian, lying South and Southeasterly of County Road No. 507, also known as County Road No. 14.

EXCEPTING THEREFROM that portion thereof that lies within the boundaries of Parcel A of Map No. 2855, filed March 9, 1979, Book 4 of Parcel Maps, at page 77, Yolo County Records.

PARCEL 2:

The North one-half of Section 25, Township 11 North, Range 1 West, Mount Diablo Base and Meridian.

PARCEL 3:

That portion of Section 23 and 26, Township 11 North, Range 1 West, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point North 0 deg. 30' West 2254 feet, more or less from the quarter corner common to Sections 25 and 26, Township 11 North, Range 1 West, Mount Diablo Base and Meridian; thence South 68 deg. 53' West 353 feet, more or less, to a point; thence North 34 deg. 23' West 687 feet more or less, to a point which is North 40 deg. 54' East, a distance of 152 feet, and South 34 deg. 23' East, a distance of 41.3

continued...

feet from Engineer's Station 177 plus 58.14 of County Road No. 507; thence North 40 deg. 54' East along the Southerly boundary of said road a distance of 666 feet, more or less, thence along a curve to the right, whose central angle is 20 deg. 10' and whose radius is 960 feet, a distance of 338 feet, more or less, to a point on the Section line common to Section 23 and 24, Township 11 North, Range 1 West, Mount Diablo Base and Meridian; thence South 0 deg. 30' East along said Section line a distance of 1160 feet; more or less to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1981/82 Assessment Roll as Assessor's Parcel No. 54-170-10 and 54-180-14

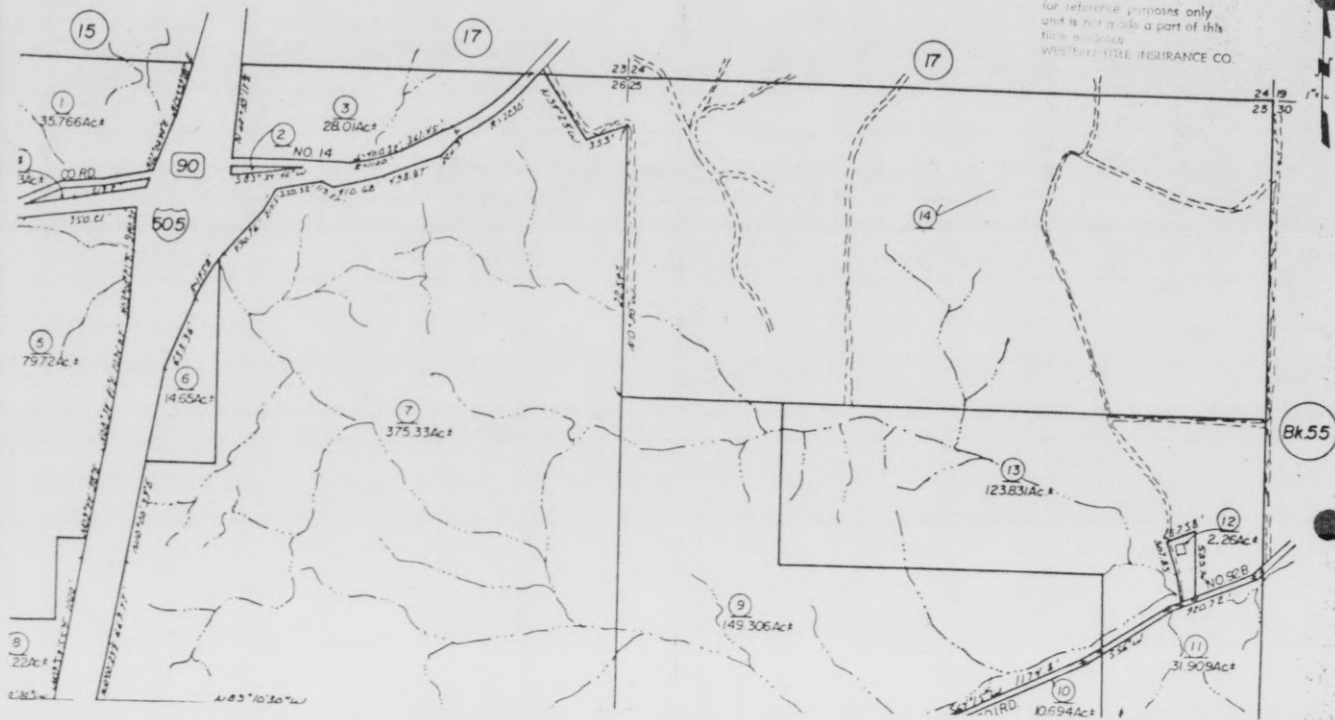
NOTE: This guarantee is limited to the above described property.

SEC. 25&26, T.11N., R.1W., M.D.B.&M.

NOTE: THESE MAPS ARE NOT TO BE USED
for legal descriptions.

54-18

NOTE: This plat is inserted
for reference purposes only
and is not made a part of this
file with the
WESTERN TITLE INSURANCE CO.



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of January, 19 82, by and between FRANCIS J. PEREIRA
ROSE F. PEREIRA
STAR ROUTE BOX 42
GUINDA, CALIF. 95637
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 82-7, which was filed in the Office of the County Recorder of Yolo County on January 28, 1982, and recorded in Volume 1508 of Official Records at Page 492, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.



COUNTY OF YOLO

BY *James P. Pereira*
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

James P. Pereira
Robert Pereira

STATE OF CALIFORNIA

COUNTY OF YOLO

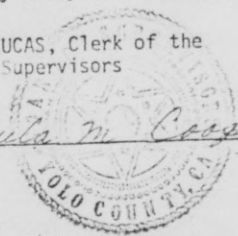
On January 19, 1982, before me, the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
GEORGE P. DeMARS, known to me to be the Chairman
of the Board of Supervisors of the County of Yolo, and also known to me to be the
person who executed said document on behalf of the County of Yolo, and acknowledged
to me that the County of Yolo executed the within instrument pursuant to a resolution
of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By *Paula M. Cooper*

Deputy



STATE OF CALIFORNIA

COUNTY OF YOLO

On this 21st of September, 1981, before me the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
Francis J. Pereira and Rose F. Pereira,
known to me to be the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 21st day of September, 1981.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By *Paula M. Cooper*

Deputy

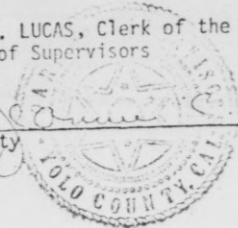


EXHIBIT A GUARANTEE
71 43591

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE

Order No. 81649

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES
COUNTY OF YOLO

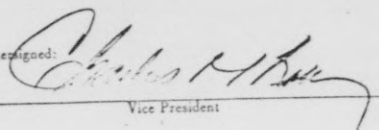
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

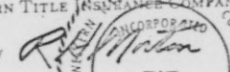
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of August 28, 1981 @5:00 p.m. , in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By 

President

By 

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve No. 35

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 81649

Effective Date: August 28, 1981 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1981, with respect to the name(s) of

SEE EXHIBIT "A" ATTACHED

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

Those portions of Blocks 7, 8 and 9, Cashmere Colony tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on July 13, 1892, in Book 1 of Maps, at page 11, lying between the County Road and the right of way and depot grounds of the Southern Pacific Railroad.

PARCEL 2:

A strip or tract of land lying Southwesterly of and adjacent to the located center line of the Southern Pacific Railroad Company's (formerly the Clear Lake Division of the Northern Railway Company's Railroad where the same is located through the tract of land formerly owned by W. Levy, and being more particularly described as follows to wit:

BEGINNING at a point on the center line of the said Railroad where said center line is intersected by the westerly production of the center line of the road running between the land now or formerly of Runsey Farms Company and the land now or formerly of R. Gladney; thence westerly along said westerly projection of said center line of said road to a point which is 125 feet distant, measured at right angles westerly from said center line of said Railroad; thence Northwesterly parallel to said center line of said Railroad to a point which is 125 feet distant, measured at right angles westerly, from said center line of said railroad at Engineer's Station 1146 plus 21; thence easterly, a distance of 75 feet to a point which is 50 feet distant, measured at right angles westerly, from said center line of said Railroad at Engineer's Station 1146 plus 21; thence Northwesterly, parallel to and following the curvatures of said center line of said Railroad, to a point which is on the northerly boundary of the tract of land formerly owned by W. Levy; thence easterly along said northerly boundary of said tract to a point on the said center line of said Railroad at or near Engineer's Station 1161 plus 07 8/10; thence southeasterly along said center line of said Railroad to the point of beginning, and being a portion of the land conveyed by deeds from Capay Valley Land Company to Northern Railway Company dated November 30, 1888 and November 28, 1888, and recorded December 3, 1888, in Book 44 of Deeds, at pages 139 and 157, Yolo County Records. Portion of Assessment Parcel No. 60-210-10.

EXHIBIT "A"

As to Parcel 1:

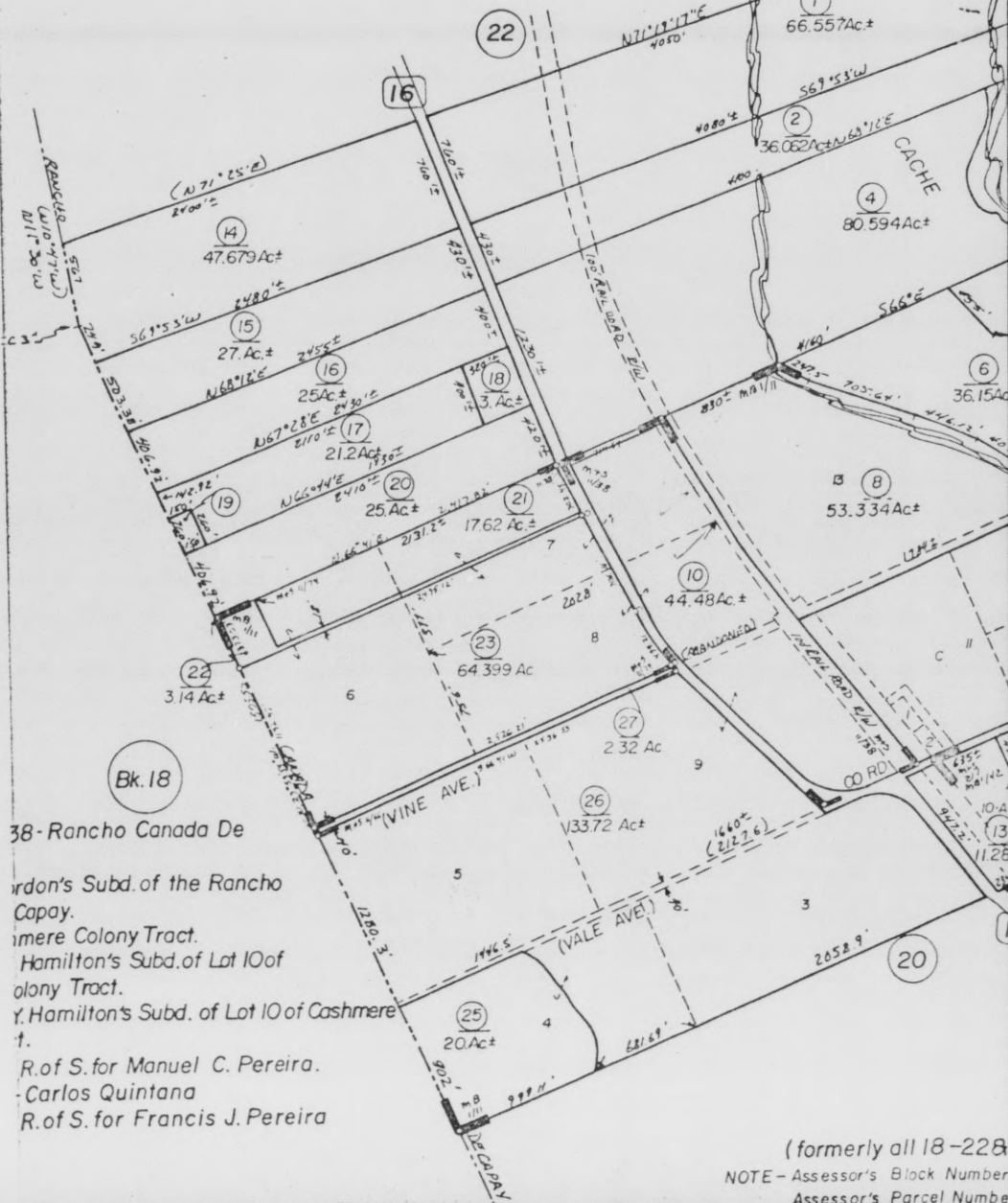
FRANCIS J. PEREIRA, an undivided $\frac{1}{2}$ interest and ROSE F. PEREIRA, as Trustee of the Trust created under the Will of Manuel Costa Pereira, aka deceased, Probate No. 15923, Yolo County Superior Court, as to the remaining undivided $\frac{1}{2}$ interest.

As to Parcel 2:

Francis J. Pereira, an undivided $\frac{1}{2}$ interest and Rose F. Pereira, as Trustee of the Trust created under the Will of Manuel Costa Pereira, aka deceased, Probate No. 15923, Yolo County Superior Court, as to the remaining undivided $\frac{1}{2}$ interest, if it be judicially determined that the fee title was conveyed to the Northern Railway Company, a California corporation by deeds recorded December 3, 1888, in Book 44 of Deeds, at pages 139 and 157, respectively and in Pacific Improvement Company, a California corporation if it be judicially determined that only an easement was conveyed by said deeds.

R. T.12 N, R.3 W., M.D.B.&M.

62-21



(formerly all 18-228)

NOTE - Assessor's Block Number
Assessor's Parcel Number

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.



COUNTY OF YOLO

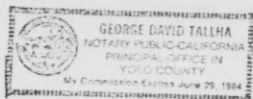
BY James P. Brown
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Paula S. Williams
Samuel Williams

STATE OF CALIFORNIA

COUNTY OF Yolo



On this 19th day of SEPTEMBER in the year one thousand nine hundred and eighty one before me, George David Tallha, a Notary Public, State of California, duly commissioned and sworn, personally appeared PAUL WILLIAMS & SAMUEL WILLIAMS known to me to be the person S whose name subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Town of Yuba County of Yolo the day and year in this certificate first above written.

George David Tallha
Notary Public, State of California

My commission expires 6-29-84

STATE OF CALIFORNIA

COUNTY OF YOLO

On January 19, 1982, before me, the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
GEORGE P. DeMARS, known to me to be the Chairman
of the Board of Supervisors of the County of Yolo, and also known to me to be the
person who executed said document on behalf of the County of Yolo, and acknowledged
to me that the County of Yolo executed the within instrument pursuant to a resolution
of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETE E. LUCAS, Clerk of the
Board of Supervisors



By Paula M. Cassin
Deputy

STATE OF CALIFORNIA

COUNTY OF YOLO

On this _____, 19____, before me the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
_____,
known to me to be the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By _____
Deputy

EXHIBIT A

28676-017



Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees

Liability \$100.00

Fee \$ 37.50

Your

Ref. 49-120-06

County of Yolo

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 9-25-73 Doc. No. 14330 in Book 1078 Page 213 D.T.S. \$ 198.00
In favor of

Paul Matsumura and Tamiyo Matsumura, his wife, as Community Property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

see attached Schedule C

COPY

Dated: September 3, 1981 7:30 A.M.

Title Insurance and Trust Company

by

W. H. Ham

PRESIDENT

Attest:

Richard H. Houllett

SECRETARY

Addition to Preserve No. 11

The land referred to herein is described as follows:

All that real property situated in the County of Yolo, State of California, described as follows:

PARCEL ONE:

Beginning at the Southeast corner of Lot 5, Jury Ranch, filed in Book "3" of Maps, page 18, Yolo County Records; said point of beginning being also North 79° 45' West 3189 feet; and North 10° 17' East 100 feet from the Southwest corner of the Gordon Grant, said Southwest corner of said Gordon Grant being designated by an iron stake; and running thence North 10° 17' East 2957.66 feet up and along the East line of Lots 5, 4, 3, 2 and 1 of said Jury Ranch and the projection of said East line, to a point North 10° 17' East 568.94 feet from the Northeast corner of Lot 1 of said Jury Ranch Subdivision; thence North 79° 45' West 942.5 feet, to the point of intersection with the East line of Lot 11 of said Jury Ranch Subdivision, and the projection of said line to a point North 79° 45' West 168.64 feet from the point of intersection of said line with the East line of Lot 11 of said Jury Ranch Subdivision; thence North 10° 17' East up and along a line parallel to the East line of Lots 11 and 12 of said Jury Ranch Subdivision, 1291.46 feet to the point of intersection with the North line of Lot 12 of said Jury Ranch Subdivision; thence Westerly along the North line of Lot 12 of said Jury Ranch Subdivision, 773.91 feet to the Northwest corner thereof, thence North 10° 17' East up and along the line between the lands of J. S. Craig and the lands of Cassie C. Griffin 4646.58 feet, to the point of intersection with the center line of Cache Creek, as said center line was established by Agreement recorded in Book "X" of Deeds, page 511, Records of said Yolo County; thence down and along the courses of said center line of said Cache Creek, South 51° East 64.1 feet; thence South 72° East 922.7 feet; thence South 79° 45' East 128.7 feet; thence South 33° East 1168.2 feet; thence East 35.3 feet to the point of intersection with the East line of the Jury Ranch Subdivision, said point being the Northeast corner thereof; thence South 10° 17' West, down and along the East line of said Jury Ranch 7887.5 feet to the point of intersection with the North line of the railroad right-of-way said point being the Southeast corner of the Jury Ranch; thence North 79° 45' West, up and along the North line of said railroad right-of-way, 50 feet, to the point of beginning. . .

EXCEPTING THEREFROM that portion of premises described in the deed to Yolano, Inc., recorded July 17, 1958, in Book 546 of Official Records, page 425

PARCEL TWO:

A right of way appurtenant to the herein described property to discharge all drainage, storm, or flood water from said lands into Cache Creek over a strip of land of a width of 20 feet lying equally on each side of a line described as follows:

Beginning at a point on the Southerly boundary of the tract of land hereinabove excepted which bears North 49° 43' 56" West 484.02 feet and North 49° 21' 29" West 387.0 feet from the Southeast corner of said Tract; thence North 40° 38' 31" East 150 feet, more or less, to the bed of Cache Creek.

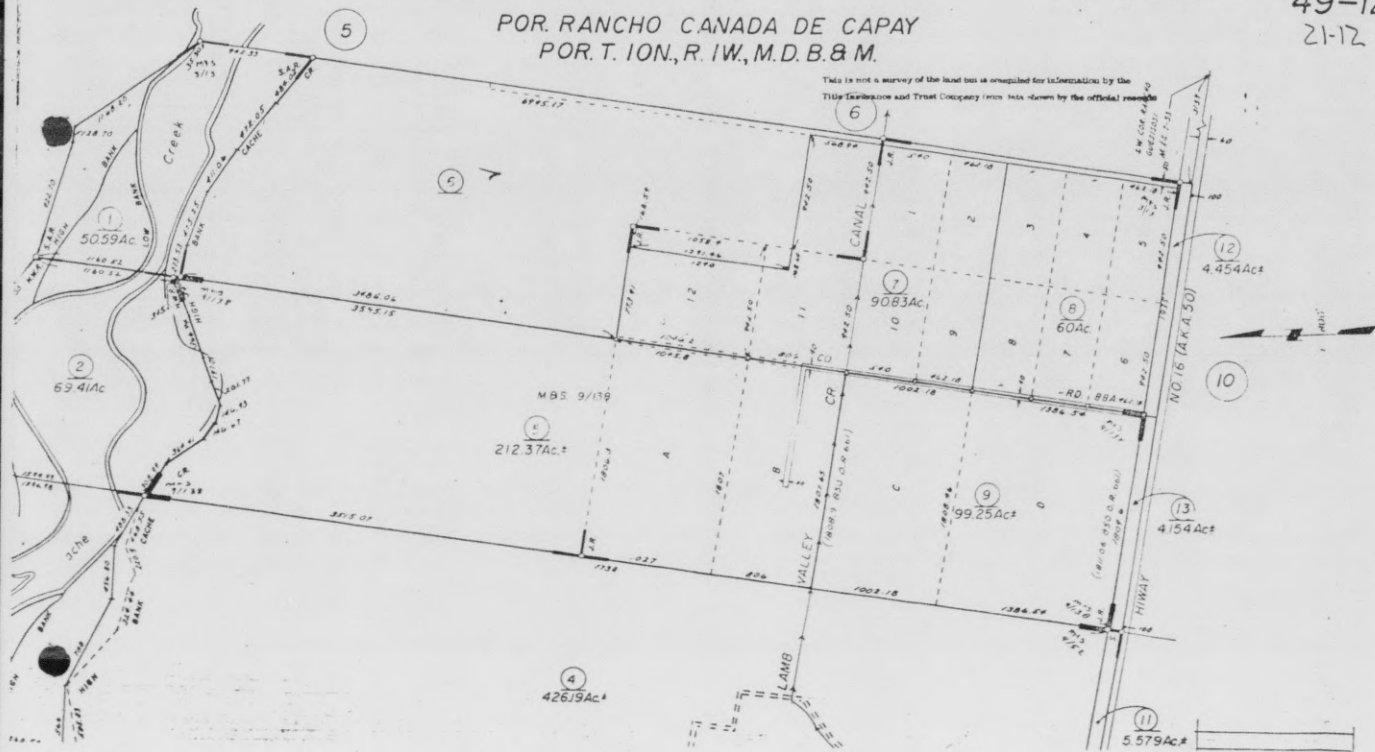
for legal descriptions.

49-12

21-12

POR. RANCHO CANADA DE CAPAY
POR. T. ION, R. 1W, M.D.B. & M.

This is not a survey of the land but is compiled for information by the
Title Insurance and Trust Company from data shown by the official records



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th day of January, 1982, by and between
ROSE F. PEREIRA
STAR ROUTE BOX 42
GUINDA CA 95637

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 43 by the County by Resolution No. 82-7, which was filed in the Office of the County Recorder of Yolo County on January 28, 1982, and recorded in Volume 1508 of Official Records at Page 492, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.



COUNTY OF YOLO

BY *James C. [Signature]*
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Paul F. [Signature]

STATE OF CALIFORNIA

COUNTY OF YOLO

On January 19, 1982, before me, the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
GEORGE P. DeMARS, known to me to be the Chairman
of the Board of Supervisors of the County of Yolo, and also known to me to be the
person who executed said document on behalf of the County of Yolo, and acknowledged
to me that the County of Yolo executed the within instrument pursuant to a resolution
of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By *Paula M. Cooper*
Deputy

STATE OF CALIFORNIA

COUNTY OF YOLO

On this 24th day of September, 1981, before me the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
Rose F. Pereira,
known to me to be the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 24th day of September, 1981.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By *James E. Quinn*
Deputy

EXHIBIT A
GUARANTEE
71 43630

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE

Order No. 81686

Liability \$ 130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES
County of Yolo

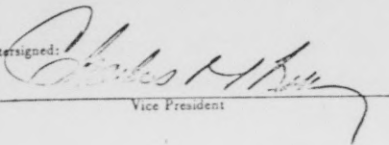
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

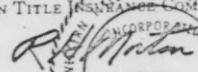
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of September 14, 1981 @5:00 p.m., in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By  President

By  Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 81686

Effective Date: September 14, 1981 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1981, with respect to the name(s) of

Title Vests: Rose F. Pereira

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

Said land is situated in the County of Yolo, State of California.

All that portion of Section 18, Township 9 North, Range 2 East, M.D.B.&M.,
described as:

The Northerly 38.9 rods of the following described tract of land:

BEGINNING at a point 673.9 feet South of the Northeast corner of Section
18, Township 9 North, Range 2 East, M.D.B.&M., and running thence Westerly,
one-half mile to the line running North and South through the center of
said Section 18, to a point 671.5 feet South from the North line of said
Section; thence South $77\frac{4}{5}$ rods; thence Easterly one-half mile to the
East boundary of said Section 18, and to a point $77\frac{4}{5}$ rods South of the
point of beginning; thence North $77\frac{4}{5}$ rods to the point of beginning.

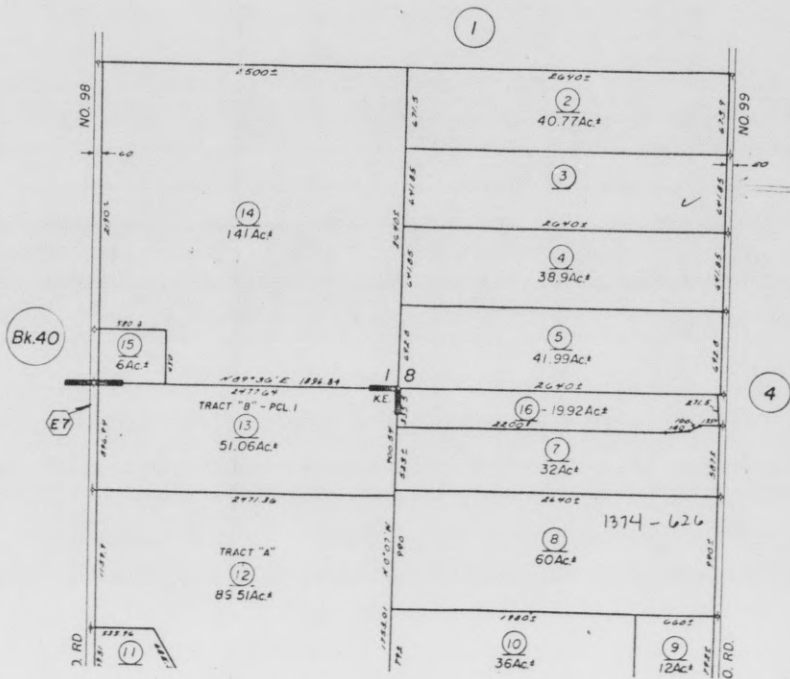
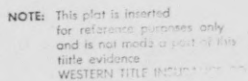
Assessment Parcel No. 41-030-03

NOTE: This property search guarantee is limited to the above described pro-
perty.

SEC. 18, T. 9 N., R. 2 E., M. D. B. & M.

These maps are not to be used
for legal descriptions.

41-03



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of January, 19 82, by and between
Frank M. Schwarzgruber & Virginia Schwarzgruber, Joseph A. Schwarzgruber, John C.
Schwarzgruber, Thomas E. Schwarzgruber

Rt. 3, Box 957 Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 41 by the
County by Resolution No. 82-7, which was filed in the Office
of the County Recorder of Yolo County on January 28, 1982,
and recorded in Volume 1508 of Official Records at Page 492,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY *Joseph A. Penner*
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

John C. Schwarzenuber
Joseph A. Schwarzenuber
Frank W. Schwarzenuber
Virginia Schwarzenuber

STATE OF CALIFORNIA

COUNTY OF YOLO



On this 28th day of September in the year one thousand nine hundred and eighty-one, before me,

_____, a Notary Public, State of California, duly commissioned and sworn, personally appeared VIRGINIA SCHWARZENUBER, JOHN C. SCHWARZENUBER, JOSEPH A. SCHWARZENUBER, FRANK W. SCHWARZENUBER known to me to be the person 3, whose name are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of YOLO _____ the day and year in this certificate first above written.

Elise A. Penner
Notary Public, State of California

My commission expires 2-10-84

STATE OF CALIFORNIA

COUNTY OF YOLO

On January 19, 1982, before me, the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
GEORGE P. DeMARS, known to me to be the Chairman
of the Board of Supervisors of the County of Yolo, and also known to me to be the
person who executed said document on behalf of the County of Yolo, and acknowledged
to me that the County of Yolo executed the within instrument pursuant to a resolution
of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By *Paul M. Cooper*
Deputy

STATE OF CALIFORNIA

COUNTY OF YOLO

On this _____, 19____, before me the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
_____,
known to me to be the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By _____

Deputy

EXHIBIT A

GUARANTEE

71 43596

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE

Order No. 81680

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

The County of Yolo

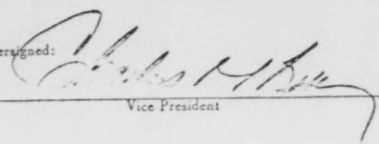
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of September 11, 1981 @5:00 p.m., in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By

By

President

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve No. 41

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 81680

Effective Date: September 11, 1981 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1981, with respect to the name(s) of

Vests: Frank M. Schwarzgruber and Virginia Schwarzgruber, his wife, an undivided 1/3 interest; Joseph A. Schwarzgruber, an undivided 1/3 interest; John C. Schwarzgruber, an undivided 1/6 interest; and Thomas E. Schwarzgruber, an undivided 1/6 interest;

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Said land is situated in the County of Yolo, State of California.

That portion of the Northwest $\frac{1}{4}$ of Section 35, Township 11 North, Range 1 West, M.D.B.&M., described as follows:

BEGINNING at the Northwest corner of said Section 35; THENCE from said point of beginning along the West line of said Section 35, S. 00 deg. 18' 57" West, 2648.24 feet to the West $\frac{1}{4}$ corner of said Section 35; thence along the South line of said Northwest $\frac{1}{4}$, S. 89 deg. 11' 17" E. 94.05 feet; thence leaving said South line N. 07 deg. 36' 04" E. 390.76 feet; thence N. 14 deg. 11' 36" E., 2105.62 feet; thence N. 10 deg. 57' 12" E. 214.87 feet to a point in the North line of Section 35; thence along said North line N. 89 deg. 10' 30" W. 688.31 feet to the point of beginning.

EXCEPTING THEREFROM a life Estate in the mineral rights as Distributed to Dorathea C. Lederer et al, in Order Settling Final Account and Decree of Distribution, dated May 13, 1971, recorded August 3, 1971, in Book 986 of Official Records, at page 197.

Assessor's Parcel No. 54-230-15

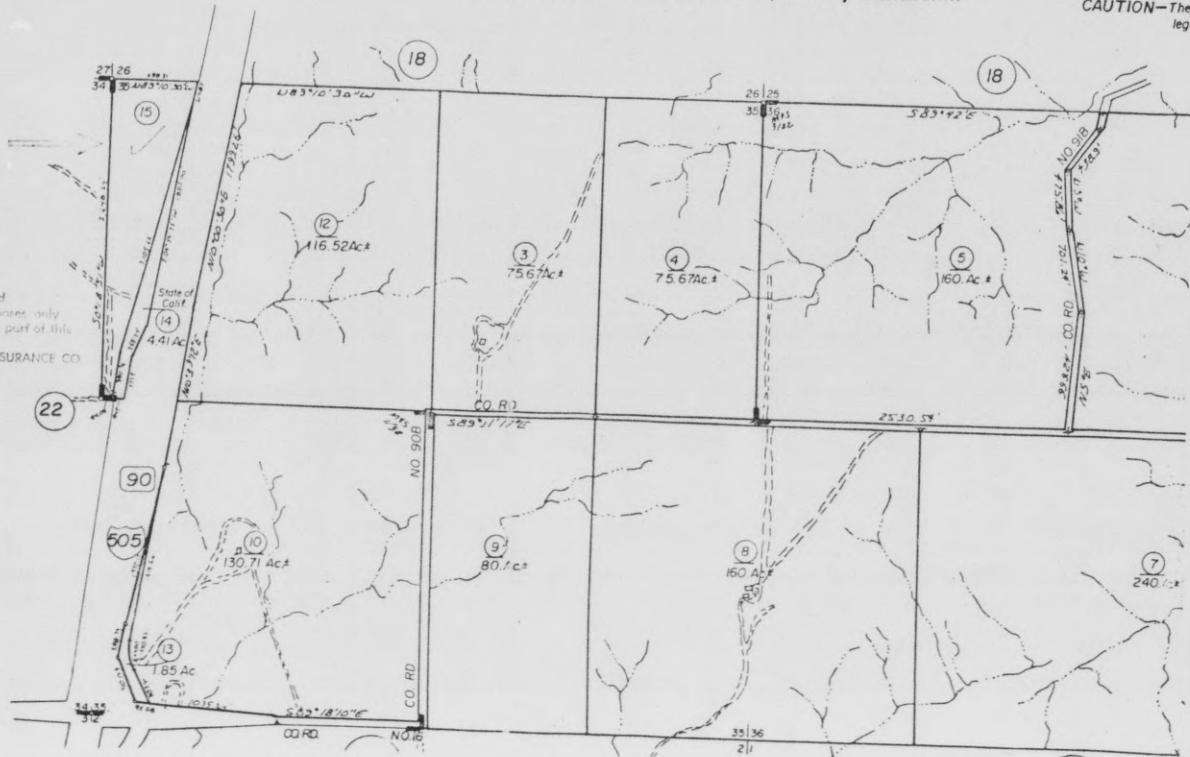
NOTE: This property search guarantee is limited to the above described property.

UT
#5
1#

SEC. 36 & POR. SEC. 35, T.11 N., R.1 W., M.D.B.&M.

CAUTION—The
leg

NOTE: This plat is inserted
for reference purposes only
and is not made a part of this
title evidence
WESTERN TITLE INSURANCE CO.



02743

002743

RETURN TO:
BOARD OF SUPERVISOR
ROOM 104
COURTHOUSE WOODLAND

AGREEMENT NO. 82-17LAND USE CONTRACT

OFFICIAL RECORDS
YOLO CO. CALIF.
RECORD REQUESTED BY:

County Of Yolo

FEB 25 9 40 AM '82

THIS LAND USE CONTRACT, made and entered into this 19th day of January, 19 82, by and between Frank M. Schwarzgruber & Virginia Schwarzgruber, Joseph A. Schwarzgruber, John C. Schwarzgruber, Thomas R. Schwarzgruber

Frank M. Schwarzgruber & Virginia Schwarzgruber, Joseph A. Schwarzgruber, John C. Schwarzgruber, Thomas R. Schwarzgruber

Rt. 2, Box 957 Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY, *Recorded Document*

FILED

MAR - 3 1982

WITNESSETH:

PETE LUCAS, CLERK OF THE BOARD
BY Pete Lucas DEPUTY

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 82-7, which was filed in the Office of the County Recorder of Yolo County on January 28, 1982, and recorded in Volume 1508 of Official Records at Page 492, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

(SEAL)

COUNTY OF YOLO

BY *James C. Schwab*
CLERK OF THE BOARD OF
SUPERVISORS

OWNER(S)

John C. Schwab
Joseph A. Schwab
Frank M. Schwab
Virginia Schwab
Thomas C. Schwab

STATE OF CALIFORNIA
COUNTY OF YOLO



On this 28th day of September in the year one thousand nine hundred and eighty-one before me, _____ a Notary Public, State of California, duly commissioned and sworn, personally appeared VIRGINIA SCHWAB, JOHN C. SCHWAB, JOSEPH A. SCHWAB, FRANK M. SCHWAB, known to me to be the person s whose name are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of YOLO the day and year in this certificate first above written.

Elise A. Penner
Notary Public, State of California
My commission expires 2-10-84

This document is only a general form which may be proper for use in some transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of January, 19 82, by and between
DEBORA HENES & DAVID HENES, W
17112X 8th, Woodland

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and
WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition 4 Preserve No. 34 by the County by Resolution No. 82-7, which was filed in the Office of the County Recorder of Yolo County on January 28, 1982, and recorded in Volume 1508 of Official Records at Page 492, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

(SEAL)

COUNTY OF YOLO

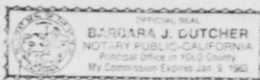
BY James P. Mares
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Deborah Mendes
Donald J. Mendes Jr.

STATE OF CALIFORNIA

COUNTY OF Yolo



On this 21st day of SEPTEMBER in the year one thousand nine hundred and 81, before me, BARBARA J. DUTCHER, a Notary Public, State of California, duly commissioned and sworn, personally appeared DEBORAH MENDES & DONALD J. MENDES JR.

known to me to be the persons whose name: DEB subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of YOLO the day and year in this certificate first above written.

Barbara J. Dutcher
Notary Public, State of California

My commission expires 1-9-83

STATE OF CALIFORNIA

COUNTY OF YOLO

On January 19, 1982, before me, the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
GEORGE P. DeMARS, known to me to be the Chairman
of the Board of Supervisors of the County of Yolo, and also known to me to be the
person who executed said document on behalf of the County of Yolo, and acknowledged
to me that the County of Yolo executed the within instrument pursuant to a resolution
of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.



PETE E. LUCAS, Clerk of the
Board of Supervisors

By Paula M. Cooper
Deputy

STATE OF CALIFORNIA

COUNTY OF YOLO

On this _____, 19____, before me the undersigned,
Clerk of the Board of Supervisors of the County of Yolo, personally appeared
_____,
known to me to be the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

PETE E. LUCAS, Clerk of the
Board of Supervisors

By _____
Deputy

Exhibit A

GUARANTEE

FIRST AMERICAN



First American Title Insurance Company

114 EAST FIFTH STREET, (P. O. BOX 267) SANTA ANA, CALIFORNIA 92702 · (714) 558-3211

GUARANTEE

LIABILITY \$ 100.00
FEE \$ 25.00

ORDER NO. 7923
YOUR REF. MENDES

First American Title Insurance Company

a corporation, herein called the Company,

GUARANTEES

THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

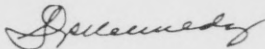
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: September 16, 1981 at 7:30 a.m.

First American Title Insurance Company

BY



PRESIDENT

BY

ASSISTANT SECRETARY



SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 7923

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1981 with respect to the name(s) of

DONALD J. MENDES, JR. and DEBORAH MENDES, husband and wife as joint tenants

THIS GUARANTEE LIMITED TO ASSESSORS PARCEL NUMBER 25-200-01

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

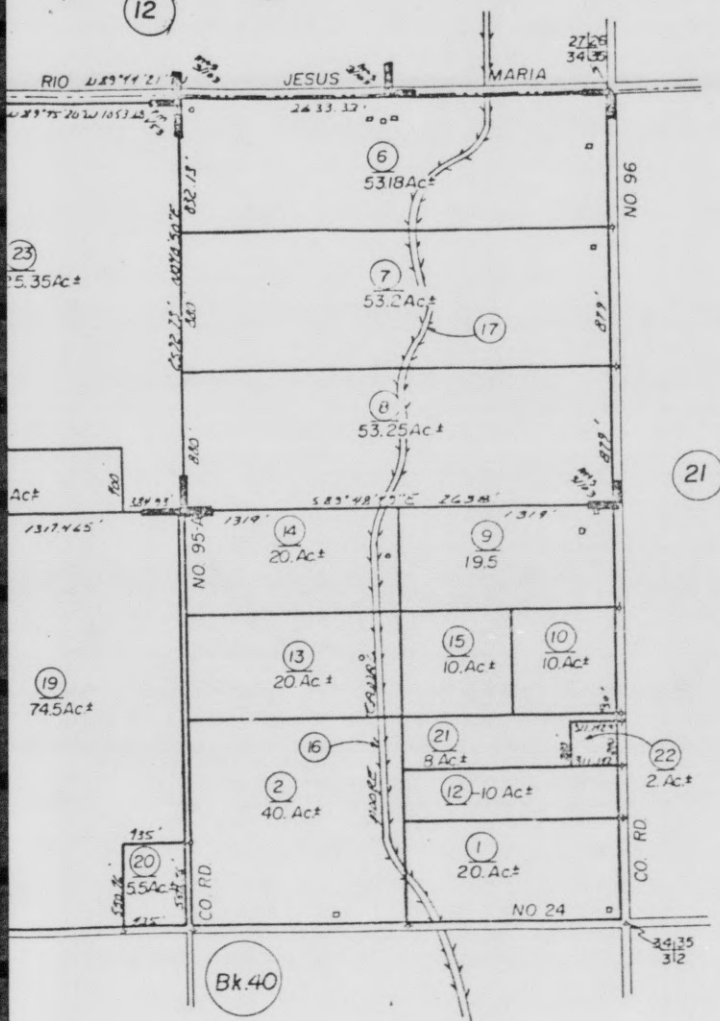
All that real property situate in the State of California, County of Yolo, described as follows:

South half of the Southeast quarter of the Southeast quarter or Section 34, Township 10 North, Range 1 East, M.D.B. & M., records of said County.

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed:

N/A

12



IE, MDM. for W. Van Zee.
r Robert Rooney.

DOT 2507 1/17/85
DOT 1983 6/1/84
- 750715425

Assessor's Map Bk. 25, Pg. 20.
County of Yolo, Calif.

75/76

NOTE - Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

STANDARD AGREEMENT

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)APPROVED BY THE
ATTORNEY GENERALAgreement
82-19
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 24th day of December, 1981,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Social Services	NUMBER 21060
hereafter called the State, and County of Yolo		

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This Agreement is entered into by and between the Department of Social Services, hereinafter referred to as DSS, and the County of Yolo, hereinafter referred to as Contractor. DSS shall provide Local Agency Special Training (LAST) funds to Contractor, as consideration for Contractor development and implementation of an Eligibility Interviewing Techniques training program.

A. Contractor's Responsibilities

Contractor agrees to:

- Plan, develop and implement one two-day Training for approximately 22 county staff representing six county welfare departments.
- Conduct additional one-day training workshops in the six participating counties for approximately 140 eligibility workers.

APPROVED AS TO FORM:

CHARLES R. MACK
COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	Agree, #82-19	CONTRACTOR
AGENCY Department of Social Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION OR PARTNERSHIP) County of Yolo	
BY (AUTHORIZED SIGNATURE) [Signature]	BY (AUTHORIZED SIGNATURE) [Signature]	
TITLE Chairman, Board of Supervisors	TITLE Chairman, Board of Supervisors	
ADDRESS 120 West Main Street Woodland, CA 95695	ADDRESS 120 West Main Street Woodland, CA 95695	

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR:

Department of General Services
Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
\$ 5,588.00	ITEM	CHAPTER	STATUTES	FISCAL YEAR
UNENCUMBERED BALANCE				
\$				
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
\$				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
\$				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

FILED 1

JAN 27 1982

AGREEMENT NO. 82-20
A G R E E M E N T

PETE E. LUCAS, CLERK OF THE BOARD
BY Paul W. Cooper
DEPUTY

This is an agreement among the COUNTY OF YOLO, a political subdivision of the State of California (the "County"), EAST YOLO COMMUNITY SERVICES DISTRICT, a public district in the State of California formed under the provisions of the Community Services District Law, Government Code Section 61000, et seq., (the "District") and CSC INVESTORS (the "Developer"). This agreement shall be effective on the date of execution by the parties.

RECITALS:

1. The developer has made improvements in the Northport Industrial Park, Yolo County, California, including a system of sanitary sewers and appurtenances including a sewer lift station, hereinafter collectively referred to as "the System".

2. The County has formed the Northport Industrial Park Phase I Assessment District for the purpose of acquiring public improvements within Northport Industrial Park, including the System.

3. The System is to become the property of the District.

Now, therefore, in accordance with the provisions of Section 10109 through 10111 of the Streets and Highways Code of the State of California (part of the Municipal Improvement Act of 1913), the parties agree as follows:

4. The Developer has constructed the System in accordance with the plans and specifications heretofore approved by the District.

5. The District has performed all inspection activities that it deems necessary or desirable to assure the construction of the

ORIGINAL

System in accordance with such specifications. The Developer has reimbursed the District for the cost of such inspection activities.

6. The Developer shall warrant to the District, in writing that the System has been completed in accordance with the plans and specifications; the District will inspect the System and accept it if the District finds that the System has been constructed in accordance with the plans and specifications. Notwithstanding the acceptance of the System and inspection thereof by the District, the Developer shall guarantee the System and perform or cause to be performed repairs, additions, or corrected work caused by the deficiency or omission of the Developer for one year after the System has been completed and accepted by the District. The Developer shall not be held liable for normal wear and tear, vandalism, improper maintenance or other acts beyond its control. This guarantee shall be secured by a maintenance bond in a form acceptable to the District. This guarantee and the issuance of the maintenance bond shall in no way constitute a waiver of the District's rights against the Developer for any deficiency or omission of the Developer which may be discovered after the one year guarantee period.

7. Upon acceptance of the completed System by the District, the County and the Developer shall convey to the District all improvements, easements, rights-of-way and encroachment permits necessary to enable the District to operate and maintain the System, and at all times thereafter, the System shall be owned, used, operated, maintained and managed by the District as part of the District's system, and the District shall offer sewerage service to the lands located within the Assessment District,

all in accordance with the ordinances and Rules and Regulations of the District, at the fees and charges established by the District from time to time.

8. The Developer shall assume the defense of, and indemnify and hold harmless the District and its Directors, officers and agents from all claims of any kind arising under this Agreement, including but not limited to claims for personal injury or death, claims for damage to property, and claims for loss of business.

DATED: January 26, 1982

COUNTY OF YOLO, a political subdivision
of the State of California

By *Charles R. Mack*
Chairman, Board of Supervisors

ATTEST:

PETE E. LUCAS,
Clerk of the Board

Paula M. Cooper
Deputy

DATED: October 1, 1981

APPROVED AS TO FORM:
Charles R. Mack, County Counsel

Charles R. Mack
C. Lee Humes
Senior Deputy County Counsel

EAST YOLO COMMUNITY SERVICES DISTRICT

By *Carl Landerman*
President, Board of Directors

ATTEST:

William J. Crabtree
Secretary

DATED: _____

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M. Cooper
Deputy

CSC DEVELOPERS, a General Partnership
DeBaron Development Co., Inc. Partner

By *Murray M. Smith, Jr.*
Murray M. Smith, Jr., President

Cardinal General Contractors, Inc. Partner

By *William J. Crabtree*
William J. Crabtree, President

Cemo Industrial Tract, Inc., Partner

By *Sammy F. Cemo*
Sammy F. Cemo, President

STANDARD AGREEMENT

STATE OF CALIFORNIA
*T.L. 2 (REV. 11/75)APPROVED BY THE
ATTORNEY GENERAL
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 31st day of December, 1981,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

AGREEMENT NO. 82 - 21

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Contract Management Sect.	Department of Health Services	81-7760
hereafter called the State, and Yolo County		A1

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this department and said contractor dated July 1, 1981 and approved on 10-2-81

FILED
MAY 28 1982

Paragraph 2 is amended to read as follows:

- "2. The total amount payable by the State to the Contractor under this contract shall not exceed \$ 10,800.00, and shall not exceed the rate provided by law per participating student."

PETE E. LUCAS, CLERK OF THE BOARD
BY Anna R. Mann DEPUTY

Paragraph 5 is amended to read as follows:

- "5. The attached Exhibit "B Revised" entitled "Revised Line Item Budget" consisting of one page is made a part hereof by this reference and replaces the original Exhibit "B".

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		Agree, 82-21	CONTRACTOR																	
AGENCY Department of Health Services		CONTRACTOR (OTHER THAN AN INDIVIDUAL STATE CONTRACTOR) Yolo County																		
BY AUTHORIZED SIGNATURE <u>Elliott Udell</u>		BY AUTHORIZED SIGNATURE <u>Charles R. Mann</u>																		
TITLE Chief, Contract Management Section		TITLE Chairman, Board of Supervisors																		
CONTAINED ON <u>1</u> SHEETS EACH BEARING NAME OF CONTRACTOR		ADDRESS 10 Cottonwood Street, Woodland, CA 95675																		
Department of General Services Use ONLY		<table border="1"> <tr> <td>UNENCUMBERED BALANCE</td> <td>ITEM</td> <td>STATUTES</td> <td>LOCAL LAW</td> </tr> <tr> <td>\$ 900.00</td> <td>426-111-001</td> <td>1981</td> <td></td> </tr> <tr> <td>FUNCTION</td> <td>LINE ITEM ALLOTMENT</td> <td colspan="2"></td> </tr> <tr> <td>Local Assistance</td> <td>7256-7012-A20201</td> <td colspan="2"></td> </tr> </table>			UNENCUMBERED BALANCE	ITEM	STATUTES	LOCAL LAW	\$ 900.00	426-111-001	1981		FUNCTION	LINE ITEM ALLOTMENT			Local Assistance	7256-7012-A20201		
UNENCUMBERED BALANCE	ITEM	STATUTES	LOCAL LAW																	
\$ 900.00	426-111-001	1981																		
FUNCTION	LINE ITEM ALLOTMENT																			
Local Assistance	7256-7012-A20201																			
DEPT. OF GEN. SER. APPROVED MAY 18 1982 BY <u>Charles R. Mann</u> Asst. Chief Counsel		APPROVED AS TO FORM BY <u>Charles R. Mann</u> COUNTY CLERK DEPUTY COUNTY COUNSEL																		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER
Charles R. Mann

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF CONTRACTOR (OTHER THAN AN INDIVIDUAL STATE CONTRACTOR)

DATE

This agreement is NOT exempt
from Dept. of Finance approval

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

DEPUTY
CLERK OF THE BOARD
OF SUPERVISORS
PETE E. LUCAS

The undersigned Deputy Clerk
of the Board of Supervisors
certified that pursuant to
Section 21101 of the Govern-
ment Code, delivery of this
document has been made to the
Contractor in accordance with
the provisions of the contract.

RECEIVED
MAY 12 1982
RESUBMITTED
CHIEF COUNSEL
Department of General Services
APR 22 1982
CHIEF COUNSEL
Department of General Services

Contractor Yolo County

Contract # 81-77601 A1

Paragraph 7. A. is amended to read as follows:

7. A. provide ongoing school-based, Dental Disease Prevention Program for 2,400 students in kindergarten through fourth grade pursuant to Sections 360-373 of the Health and Safety Code and shall comply with the Program Standards developed by the Department of Health Services.

Regarding paragraph 8, the following applies:

"The amount a contractor may change in any line item as referred to in paragraph 8 is raised from \$2,000 to \$5,000 as provided by law."

2. The effective date of this amendment is January 1, 1982.
3. All other terms and provision of said contract shall remain in full force and effect.

Contractor: Yolo CountyNumber: 81-77601 A1

	ORIGINAL APPROVED AMOUNT	ADJUSTED AMOUNT 1/1/82	NEW APPROVED AMOUNT
A. Personal Services (include rate x time)			
1. Dental Hygienist (45 days X 105/day)	4725.00	0	4,725.00
2. Bilingual assistant/clerk (\$37.80/day X 20 days)	0	+ 756	756.00
3.			
4.			
5. Benefits @ _____%	0	0	0
B. General Expenses	0	0	0
C. Expendable Supplies	2425.00	0	2,425.00
D. Printing	100.00	0	100.00
E. Communications	550.00	+ 144	694.00
F. Travel and Per Diem	2000.00	0	2,000.00
G. Equipment	0	0	2,000.00
H. Contractual Services			
1. Yolo Co. Superintendent of Schools	*	*	*
2.			
3.			
I. Data Processing	0	0	0
J. Rent and Utilities	0	0	0
K. Other specify:	100.00	0	100.00
TOTAL EXPENDITURES	9900.00	+ 900.00	10,800.00

* Total Program is subcontracted.

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
STD. 2 (REV. 11/75)

B

THIS AGREEMENT, made and entered into this 1st day of July, 1981,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

☐ GOVERNOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

TITLE OF OFFICER ACTING FOR STATE Chief, Contract Management Sect.	AGENCY Department of Health Services	NUMBER 81-78042
---	---	--------------------

hereafter called the State, and
Yolo County

hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The period of this contract shall be from 7-1-81 through 6-30-82.
2. The total amount payable by the State to the Contractor under this contract shall not exceed \$ 4,950.00, and shall not exceed the rate provided by law per participating student.
3. This contract may be cancelled by either party upon 30 days written notice to the other party.
4. The attached Exhibit "A(S)" entitled "Additional Provisions" consisting of seven pages is made a part hereof by this reference.
5. The attached Exhibit "B" entitled "DDPP Line Item Budget" consisting of one page is made a part hereof by this reference.

FILED

MAY 25 1982

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

FETTER LUCAS, CLERK OF THE BOARD
BY Charles F. Mack
DEPUTY

STATE OF CALIFORNIA		Agree, 82-22		CONTRACTOR	
AGENCY Department of Health Services		CONTRACTOR (OTHER THAN AN INDIVIDUAL STATE EMPLOYEE) Yolo County			
AUTHORIZED SIGNATURE <u>Charles F. Mack</u>		BY AUTHORIZED SIGNATURE <u>Charles F. Mack</u>			
TITLE Chief, Contract Management Section		TITLE Chairman, Board of Supervisors			
		ADDRESS 10 Cottonwood Street, Woodland 95695			
CONTINUED ON 2 SHEETS EACH BEARING NAME OF CONTRACTOR					
Department of General Services Use ONLY		AMOUNT ENCUMBERED \$ 4,950.00	APPROPRIATION Support	FUND General	
		UNENCUMBERED BALANCE \$	ITEM (b) 426-001-001	DATE 9/9/82	ESTIMATED 1981
		NO. OF MONTHS ENCUMBERED	FUNCTION		
		NO. OF MONTHS ENCUMBERED	LINE ITEM ALLOTMENT 7256-4020-A20201		
THIS CONTRACT EXEMPT FROM Department Of General Services Approval Per SAM 1206 MAY 14 1982					

APPROVED AS TO FORM
BY Charles F. Mack
COUNTY COUNCIL
DEPUTY COUNTY COUNSEL

SIGNATURE OF ACCOUNTING OFFICER
Charles F. Mack DATE
5/16/82
I hereby certify that all conditions for execution set forth in State Administrative Manual section 1209 have been complied with and this document is exempt from review by the Department of Finance.
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY
Charles F. Mack DATE
MAY 14 1982

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 2510 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS
Deputy

6. The Contractor Shall:

- A. provide an ongoing school-based, Dental Disease Prevention Program for 900 students in kindergarten through eighth grade pursuant to Sections 360-373 of the Health and Safety Code and shall comply with the Program Standards developed by the Department of Health Services.
- B. provide each participating student supervised brushing and flossing activities in the classroom throughout the school year. (100% performance of this provision is 5 times/week both brushing and flossing.)
- C. provide each participating student, who has parental permission, a weekly topical application of 10cc of 0.2% neutral sodium fluoride solution. (100% performance of this provision is 1 time/week or an average of 33 rinses/school year.)
- D. provide each participating classroom with three instructional visits by a trained dental health instructor, each averaging 30 minutes or more and two reinforcement visits of 5-20 minutes each. One instructional visit and one reinforcement visit may be done by volunteers who have received at least the training required in paragraph 7(F). (100% performance of this provision is 3 instructional and 2 reinforcement visits.) The instruction shall include but not be limited to the causes, processes and prevention of dental disease, plaque control instruction, nutritional aspects of dental disease, the use of fluorides, oral safety and the need of regular dental care. Dental screenings will not be counted towards instructional visits, however, they may be considered a reinforcement visit.
- E. provide educators and students with educational materials, toothbrushes, floss, and fluoride rinse supplies needed to carry out the program.
- F. assure that all educational and volunteer personnel involved in the program receive four hours of dental health instruction in approved workshop(s). (100% performance of this provision is 4 hours/teacher.) Teachers should be encouraged to integrate ongoing dental health activities with their normal health units and other subjects where possible.
- G. submit to the Department of Health Services, on a monthly or quarterly basis, invoices, and on a quarterly basis, activity reports and a final comprehensive report by June 30, 1982 according to the format and guidelines established by the Department of Health Services.
- H. provide technical assistance and consultation to other Dental Disease Prevention Programs as requested by the department, but only to the extent that funds are herein provided.
- I. maintain a roster of participating schools and classes indicating the total number of participating students in each classroom on a form provided by the Department of Health Services.

7. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor monthly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered and stating the contract number, for actual expenditures in accordance with the budget attached hereto and shown as Exhibit "B" to: Department of Health Services, Dental Health Section, 2131 Capitol Avenue, Room 105, Sacramento, CA 95816. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed \$5,000, that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line items to be reduced in order to increase the excess items and provided that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 2 of this agreement. It is further understood that in no event shall the maximum amount payable under this agreement exceed the reimbursement rate established by law for participating students.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICESADDITIONAL PROVISIONS
(FOR STATE FUNDED SUBVENTION AID/LOCAL ASSISTANCE
COST REIMBURSEMENT CONTRACTS)(1) Fair Employment Practices

The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) Prior Authorization Requirement

- A. Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. The terms "purchase order" and "subcontract" as used in this paragraph (3) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(4) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State.

(5) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(6) Furnishing of Property by the State or Purchase of Property with State Funds

- A. 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the performance of the contract shall be the property of the State and shall be subject to the provisions of this Paragraph A, as well as Paragraphs B, C and D below.
2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)
- a. At the time of purchase of equipment under the terms hereof, either by the State or Contractor, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1.

- b. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.
 - c. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
3. (Applicable only if State furnishes nonexpendable property to Contractor.)
- a. State furnished property to be used by Contractor in the performance of this contract is identified on the "Inventory of State Furnished Property", which is attached to and made a part hereof by this reference.
 - b. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
4. a. If, under the provisions of Paragraph 2 above, any part of such property is motor vehicles, the State Office of Procurement shall purchase said motor vehicles for and on behalf of the Contractor. The provisions of Paragraph (6) - B, below are applicable to this paragraph concerning motor vehicles.
- b. If, under the provisions of Paragraphs 2 or 3 above, any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Subparagraphs C through F below.
 - c. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.
 - d. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.
 - e. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.
 - f. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than \$100,000 per person, \$300,000 for one occurrence and property damage limits of not less than \$50,000 per occurrence.

The certificate of insurance will provide:

- 1) That the insurer will not cancel the insured's coverage without 15 days written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

- 3) That the State will not be responsible for any premiums on the policy. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- B. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.
- C. 1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
2. State property shall be used only for the performance of this contract.
3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.
4. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.
- D. *For equipment only.* Before equipment purchases made by the Contractor are reimbursed by the State, the Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial number, model number and location where equipment will be used during the term of this agreement. Said paid receipts will be attached to Contractor's invoices submitted to the State, together with Exhibit A - 1 as stated in Paragraph A,2, above.
- (7) Invoices and Income Restrictions
- A. It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract.

- B. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(8) Examination of Accounts, Audit, and Records – Subcontract Language

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection, audit and reproduction by the State or any of its duly authorized representatives.
- C. The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by Subparagraphs 1 or 2 below.
1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.
- D. The Contractor further agrees to include in all his subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause:

"(Name of Vendor or Subcontractor) agrees to maintain and preserve, until four years after termination of (Contractor's name) agreement or contract with the State of California, and to permit the State or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records of (Name of Subcontractor or vendor) related to this (purchase order or subcontract)."

(9) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(10) Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(11) Nondiscrimination in Services, Benefits, and Facilities

- A. The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, or age as provided by state and federal law.
- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served.
- C. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, or age.

(12) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(13) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(14) Affirmative Action for Handicapped Workers

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Federal Director of the Office of Federal Contract Compliance Program, provided by or through the Federal contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- G. In addition to complying with the provisions of Paragraphs A through F above, Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 84.

(15) Age Discrimination Act of 1975

Contractor agrees to the provisions of the Age Discrimination Act of 1975, as amended, pertaining to the prohibition of discrimination based on age in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 91.

(16) Final Invoice -- Final Report -- Retention of Funds

If a final report is required by this contract, 10% of the face amount of the contract or 50% of the final invoice, whichever is the larger amount, but not to exceed \$3,000, shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(18) Utilization of Small Business Concerns

- A. It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.
- B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(19) Utilization of Minority Business Enterprises

- A. It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.
- B. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Nonminority women-owned firms may be included when business is 50% owned and operated by a woman and the co-owner is not her husband, or 51% (or greater) when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(20) Printing

If printing or other reproduction work of more than an incidental and minor dollar amount is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through the Office of State Procurement, the cost will be deducted from said contract amount.

(21) Meetings, Seminars or Workshops

The following shall be subject to prior written approval by the State: locations, costs, dates, agenda, instructors, instructional materials, and attendees and any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

DENTAL DISEASE PREVENTION PROGRAM
Budget Detail FY 1981-1982

Exhibit "B"

CONTRACTOR: Yolo County

Number: 81- 78042

A. Personal Services (include rate X time)	\$ Amount
1. Dental Hygienist (105/day x 18 days)	1,890
2. Bilingual Assistant (37.80/day x 25 days)	945
3.	
4.	
5. Benefits @ _____ %	
B. General Expense	100
C. Expendable Supplies	865
D. Printing	0
E. Communications Postage	250
F. Travel & Per Diem	0
G. Equipment	0
H. Contractual Services (specify)	0
1.	
2.	
3.	
I. Data Processing	0
J. Rent & Utilities	0
K. Other (specify)	0
TOTAL	4,050

FILED

FEB - 8 1982

PETE E. LUCAS, CLERK OF
BY *[Signature]*
DEPUTY

AGREEMENT NO. 82-23

(Agreement for Special Services)

THIS AGREEMENT, dated for convenience this 1st day of February, 1982, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and Anne Breen Solem (hereinafter referred to as "CONTRACTOR");

W I T N E S S E T H:

RECITALS:

1. The board of supervisors of a county is authorized by Government Code Section 31000 to contract for special services on behalf of a county with persons specially trained, experienced, expert, and competent to perform special administrative services.
2. The Board of Supervisors desires to contract with such a person to provide special administrative services to the County and its Personnel Services Agency.
3. CONTRACTOR represents that she is such a person and desires to enter into a contract for, and to provide such services, to COUNTY.

AGREEMENTS:

1. SERVICES. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to furnish the following described special administrative services exclusively to COUNTY and its Personnel Services Agency during the term of

1 this agreement:

2 A. Primary responsibility for the continued development
3 and/or expansion of the County's Quality Control Circle
4 program (as approved by the Board of Supervisors).

5 B. To serve as facilitator of the County's Quality Control
6 Circles.

7 C. To facilitate the implementation of written Job Performance
8 Standards for positions in the County service.

9 D. To assist in the development and implementation of
10 training workshops for supervisors/management employees
11 on the County's Employee Assistance Program.

12 E. In performing these services, CONTRACTOR shall report to
13 the Employee Relations Officer.

14 2. STANDARDS. CONTRACTOR shall perform all service required
15 pursuant to this agreement in the manner and according to
16 the standards observed by a competent practitioner of the
17 profession in which CONTRACTOR is engaged. All work products
18 of whatsoever nature which CONTRACTOR delivers to COUNTY
19 pursuant to this agreement shall be prepared in a sub-
20 stantial first-class and workmanlike manner and conform to
21 the standards of quality normally observed by a person
22 practicing in the CONTRACTOR'S profession.

23 3. ASSIGNMENT OR SUBLETTING. No performance of this agreement
24 or any portion thereof may be assigned or subcontracted by
25 CONTRACTOR without the express written consent of COUNTY and
26 any attempt by the CONTRACTOR to assign or subcontract any

1 performance of this agreement without the express written
2 consent of COUNTY shall be null and void and shall consti-
3 tute a breach of this agreement.

4 4. INDEMNITY AND DEFENSE. COUNTY agrees to extend to CONTRACTOR
5 as to any action or proceeding on account of an act or
6 omission of CONTRACTOR within the scope of services for
7 COUNTY provided pursuant to this Agreement, those rights of
8 indemnification, including the right that the County pay any
9 judgment, fees, or costs, or pay any compromise or settle-
10 ment of a claim or action and right to provision for a
11 defense of actions or proceedings as are granted to
12 employees of a public entity against such public entity by
13 the provisions of Division 3.6 of Title 1 of the California
14 Government Code.

15 5. TERMINATION. Either party shall have the right to terminate
16 this agreement at its sole discretion at any time upon
17 ninety (90) days' written notice to the other party. The
18 COUNTY shall also have the right to terminate this agreement
19 immediately for failure of the CONTRACTOR to comply with the
20 terms and conditions of this agreement. In the case of such
21 termination, a final payment will be made to the CONTRACTOR
22 upon receipt of a report covering compensation earned to
23 termination. In the event of such immediate termination,
24 COUNTY may proceed with the work in any manner deemed proper
25 by the COUNTY. The cost to the COUNTY shall be deducted from
26 any sum due to the CONTRACTOR under this agreement, and the

- 1 balance, if any, shall be paid the CONTRACTOR upon demand.
- 2 6. INDEPENDENT CONTRACTOR. It is specifically understood and
- 3 agreed that CONTRACTOR is an independent contractor and is
- 4 not subject to the direction and control of COUNTY except as
- 5 to final result. CONTRACTOR shall be solely liable and
- 6 responsible to pay all required taxes and other obligations,
- 7 including, but not limited to, withholding and Social
- 8 Security. CONTRACTOR agrees to indemnify and hold the COUNTY
- 9 harmless from any liability which it may incur to the
- 10 Federal or State governments as a consequence of this
- 11 contract.
- 12 7. TIME. Time is the essence of this agreement.
- 13 8. NO ALTERATION. No alteration or variation of the terms of
- 14 this agreement shall be valid unless made in writing and
- 15 signed by the parties hereto, and no oral understandings or
- 16 agreement not incorporated herein, shall be binding on any
- 17 of the parties hereto.
- 18 9. LAWS. The CONTRACTOR shall comply fully with all applicable
- 19 Federal, State, and local laws, ordinances, regulations, and
- 20 permits. The CONTRACTOR shall secure any new permits
- 21 required by authorities having jurisdiction over the
- 22 project, and shall maintain any presently required permits.
- 23 10. SUCCESSORS. This Agreement shall inure to the benefit and
- 24 bind the successors of each of the parties.
- 25 11. TERM. The term of this contract shall commence on
- 26 February 1, 1982, and shall terminate on August 30, 1982,

subject however to the termination provisions set forth above.

12. COMPENSATION. COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein does agree to provide as total compensation to CONTRACTOR and for all of CONTRACTOR'S expenses except as provided in Number 4 of this part, incurred in the performance hereof, the following:

A. The sum of One Thousand Five Hundred Dollars (\$1,500) payable on the first day of each calendar month commencing on March 1, 1982 in return for each prior month of ONE-HALF TIME (20 hrs/week) service under this agreement.

B. In addition, CONTRACTOR shall accrue vacation at a rate of FIVE (5) hours per month and sick leave at the rate of FIVE (5) hours per month, for the term of this contract.

C. COUNTY shall reimburse CONTRACTOR for all reasonable and necessary travel expenses incurred in the performance of the services rendered pursuant to this contract in accordance with prevailing COUNTY policy.

13. SUPPORT. COUNTY shall provide reasonable and necessary clerical support, office space, telephone and office supplies.

///

///

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement on the day and year set forth above.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY [Signature]
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK
10 BOARD OF SUPERVISORS

11 BY [Signature: Paula M. Cooper]
12 DEPUTY

13 (SEAL)

14 CONTRACTOR:

15 [Signature: Anne Breen Solem]
16 ANNE BREEN SOLEM

17 I, the undersigned, Clerk of the Board of Supervisors,
18 certifies that pursuant to Section 26103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

19 PETE E. LUCAS,
20 CLERK OF THE BOARD
21 OF SUPERVISORS

22 [Signature: Paula M. Cooper]
23 Deputy

FEB - 8 1982

PETER E. LUCAS, CLERK OF THE BOARD
BY Paul H. Lucas
DEPUTY

AGREEMENT NO. 82-24

THIS AGREEMENT, dated this 2 day of FEBRUARY, 1982,
by and between Louis J. Arges and Kitty Arges (Arges) and the
County of Yolo, a political subdivision (COUNTY),

W I T N E S S E T H:

1. A controversy exists between Arges and COUNTY in that
County asserts that Arges has taken certain actions in violation
of the zoning regulations of the County and the land division
regulations of the County, including the violation of certain
conditions imposed by the Planning Commission in connection with
the approval of a lot line adjustment, and interpretation that
Arges' proposed use is not urban development and is consistent
with a C-3 zone classification, all as set forth in Yolo County
Zone File No. 2961 and Zoning Violation File No. 81-0055. Arges'
deny an actionable violation.

2. The parties desire to seek resolution of the controversy
in the manner set forth in this agreement.

3. So long as Arges shall perform fully each and every of
their covenants set forth below, County agrees to forebear and
withhold the commencement of any action at law, suit in equity,
or referral for criminal prosecution in connection with the
matters asserted in said Zoning Violation File No. 81-0055.
County shall not be required to forebear or withhold enforcement
as to any other matters which may exist or which may come into
being in the future.

4. In consideration of the covenant of County to forebear and

1 withhold commencement of enforcement proceedings, Arges agrees as
2 follows:

- 3 A. Arges shall plant and maintain grass within the
4 right of way of Jefferson Boulevard fronting the
5 property in question between the right of way line
6 and the edge of the pavement, providing grass,
7 providing facilities to water the grass, watering
8 it and cutting it.
- 9 B. Arges shall plant and maintain an evergreen screen
10 along and slightly within the northerly boundary of
11 the property in accordance with the site plan
12 attached hereto and incorporated by reference here-
13 in.
- 14 C. Arges shall construct and maintain a concrete pad
15 in the area lying about the mobile home unit and
16 pump house as set forth in the attached plot plan.
- 17 D. Arges shall enclose north, west, south property
18 lines with chain link fence with slats six feet in
19 height.
- 20 E. All landscaping and improvement set forth in the
21 preceding paragraphs shall be completed on or
22 before January 31, 1982.
- 23 F. On or before June 1, 1982, Arges shall present to
24 the Director of Community Development an approvable
25 plan for the design and construction of a blacktop
26 circular driveway providing interior access to the

1 pipeyard and, on or before January 31, 1983, Arges
2 shall cause such circular driveway to be completed
3 in accordance with the approved plan.

4 G. On or before June 1, 1983, Arges shall submit to
5 the Director of Community Development of County an
6 approvable plan for the application of chipseal to
7 the remainder of the storage area of the premises
8 and on or before January 1, 1984, Arges shall
9 complete the installation of chipseal in accordance
10 with the approved plan.

11 H. Arges shall allow access to the premises by staff
12 of the Department of Community Development of
13 County for the purpose of determining compliance
14 with the terms of this agreement or with require-
15 ments or regulations of Zone File No. 2961.

16 I. Arges hereby waive and discharge County and its
17 officers, employees, servants and agents from any
18 and all claims of liability arising from the
19 assertion of violations or laws relating to plann-
20 ing or land use or the division of land in
21 connection with Zone File No. 2981 and Zoning
22 Violation File 81-0055 and agree not to commence
23 any action at law or suit in equity thereon.

24 5. So long as Arges have fully and completely satisfied each
25 and all of the terms and conditions of this agreement, they may
26 conduct a commercial pipeyard business on the premises in the

1 manner prescribed by law; however, the authority granted to do so
2 does not represent the agreement of County to the conduct of such
3 business in violation of any law, rule or regulation.

4 6. Arges shall indemnify, defend, and hold harmless County,
5 its officers, agents, and employees from and against all claims,
6 demands, losses, damage, liability, costs and expenses of what-
7 ever nature, including clerk costs and counsel fees accruing or
8 resulting to any person, firm, or corporation who may be injured
9 by Arges in the performance of this agreement.

10 7. Time is of the essence of this agreement.

11 8. No alteration or variation of the terms of this agreement
12 shall be valid unless made in writing and signed by the parties
13 hereto and no oral understandings or agreement not incorporated
14 herein, shall be binding on any of the parties hereto.

15 9. Arges shall comply fully with all applicable Federal,
16 State and local laws, ordinances, regulations, and permits. Argis
17 shall secure any new permits required by authorities that have
18 jurisdiction over the work to be performed under this agreement
19 and shall maintain any presently required permits.

20 10. This agreement shall inure to and benefit and bind the
21 successors of Arges.

22 11. This agreement constitutes the entire agreement between
23 the parties and shall supersede all earlier proposals, conversa-
24 tions, oral or written agreements constituting any portion of the
25 process or proceedings leading up to the adoption and execution
26 of this agreement.

12. The waiver by County or any of its officers or employees or the failure of County or any of its officers or employees to take action with respect to any right conferred by or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same or of any other term, covenant or condition of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as set forth below.

Dated: 1/21/82

Dated: 2/2/82.

Dated: 2/2/82.

Lou Arges
LOU ARGES
K. Arges
KITTY ARGES

Ben Hulse
JEFF E.B. (BEN) HULSE
DIRECTOR
COMMUNITY DEVELOPMENT AGENCY
COUNTY OF YOLO

James G. Hall 2-2-82
ZONING ENFORCEMENT
OFFICER
George A. Davis
Chairman, Board of Supervisors

Dated: February 2, 1982

I, the undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

ATTEST: PETE E. LUCAS, Clerk of the Board of Supervisors

By *Paul M. Cooper*
Deputy

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paul M. Cooper
Deputy

 PINUS PONDEROSA QTY 28 SIZE 5 GAL

 JUNIPER C. ²TORNLOSA 16 5 GAL

 PHOTINIA FRASERI SUFFICIENT NO. FOR COVERAGE 1 GAL

 MANHATTAN TURF

ALL LANDSCAPING TO BE IRRIGATED AND MAINTAINED

SIGN NOT TO EXCEED 7 FEET IN HEIGHT
NOR 4 FEET BY 8 FEET PER SIDE

FUTURE PLACEMENT OF SIDE FENCE

20' easement

← PONDEROSA
SPACED 20' ON
CENTER FOR 280'

← 50' setback line

← PROPERTY
LINE

← EDGE OF
EXISTING
TRAVELED
RIGHT OF WAY

SOLID FENCE

GATE

CONCRETE
DRIVEWAY

PING

CONCRETE
CHAIN LINK FENCE

SIGN NO
HIGHER THAN
7 FEET.



SCALE 1" = 50'

PUMPHOUSE /
HANDICAPPED
RESTROOM

CONCRETE

MOBILE UNIT

ZONE FILE NO 2961
NOVEMBER 4 1981
INTERPRETATION OF PLANS
SUBMITTED 19 DEC 81
TO BE COMPLETED BY J. J. HUBBS D1

MAR 12 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY Paul J. [Signature]
DEPUTYAGREEMENT NO. 82-25

THIS AGREEMENT, dated for convenience this 1st day of March, 1982, by and between the COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and RUDOLF H. MICHAELS, (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. Section 2-2.2216 of the Yolo County Code permits any party to a determination of the Yolo County Affirmative Action Hearing Board to appeal to the Board of Supervisors.
2. Heretofore, Grace Acevedo-Wright, Appellant, has filed such appeal with this Board of Supervisors.
3. The Board of Supervisors desires to retain the special services of a person specially trained, experienced, expert, and competent to serve as a hearing officer to make a recommended decision to the Board of Supervisors.
4. CONTRACTOR desires to provide such special expert legal services as a hearing officer in that matter.

AGREEMENTS:

1. As a hearing officer in the appeal taken by Grace Acevedo-Wright to the Board of Supervisors of the County of Yolo from a decision of the Yolo County Affirmative Action Hearing Board to hear that appeal in accordance with the procedure set forth by the Board of Supervisors in Minute Order No. 81-675 and to review the record, review briefs of counsel and hear oral

1 argument and to make a recommended decision thereon in writing to
2 the Board of Supervisors. The Board of Supervisors reserves the
3 authority in accordance with law to adopt the recommended
4 decision, correct errors of law, refer the matter for or conduct
5 a rehearing in whole or in part.

6 2. Licenses. CONTRACTOR shall secure and maintain throughout
7 the term of this agreement all licenses, permits, qualifications
8 and approvals of whatsoever nature which are legally required for
9 CONTRACTOR to practice the profession or to perform the expert
10 professional services required in this agreement.

11 3. Standards. CONTRACTOR shall perform all services required
12 pursuant to this agreement in the manner and according to the
13 standards observed by a competent practitioner of the profession
14 in which CONTRACTOR is engaged. All work products of whatsoever
15 nature which CONTRACTOR delivers to COUNTY pursuant to this
16 agreement shall be prepared in a substantial first-class and
17 workmanlike manner and conform to the standards of quality
18 normally observed by a person practicing in the CONTRACTOR'S
19 profession.

20 4. Assignment or Subletting. No performance of this agreement
21 or any portion thereof may be assigned or subcontracted by
22 CONTRACTOR without the express written consent of COUNTY and any
23 attempt by the CONTRACTOR to assign or subcontract any perfor-
24 mance of this agreement without the express written consent of
25 COUNTY shall be null and void and shall constitute a breach of
26 this agreement. Whenever the CONTRACTOR is authorized to subcon-

1 tract or assign, he will include all the terms of this agreement
2 in any such subcontract or assignment.

3 5. Exculpatory Clause. CONTRACTOR shall indemnify, defend, and
4 hold harmless COUNTY, its officers, agents, and employees from
5 and against all claims, demands, losses, damage, liability, cost
6 and expenses of whatever nature, including court costs and
7 counsel fees accruing or resulting to any person, firm or
8 corporation who may be injured by CONTRACTOR in the performance
9 of this agreement.

10 6. Termination. The COUNTY shall have the right to terminate
11 this agreement at its sole discretion at any time upon written
12 notice to CONTRACTOR. The COUNTY shall also have the right to
13 terminate this agreement immediately for failure of the CONTRAC-
14 TOR to comply with the terms and conditions of this agreement. In
15 the case of early termination, a final payment will be made to
16 the CONTRACTOR upon receipt of a report covering compensation
17 earned to termination. In the event of such immediate termina-
18 tion, COUNTY may proceed with the work in any manner deemed
19 proper by the COUNTY. The cost to the COUNTY shall be deducted
20 from any sum due to the CONTRACTOR under this agreement, and the
21 balance; if any, shall be paid the CONTRACTOR upon demand.

22 7. Records. CONTRACTOR shall maintain a complete and accurate
23 program and accounting records showing the services performed in
24 connection with the performance of this agreement, including
25 working papers in any way associated with the performance of this
26 agreement and shall make such records available for inspection by

1 authorized representatives of COUNTY at any reasonable time
2 during the performance of this agreement, and for a period of
3 three (3) years from and after the date of final payment.

4 8. Independent Contractor. It is specifically agreed that in
5 the making and execution of this agreement, CONTRACTOR and any
6 agents and employees of CONTRACTOR are independent contractors
7 and are not and shall not be construed to be agents or employees
8 of COUNTY and that CONTRACTOR shall have no authority, expressed
9 or implied, to act on behalf of COUNTY or to bind COUNTY to any
10 obligation whatsoever.

11 9. Time. Time is of the essence of this agreement.

12 10. No Alteration. No alteration or variation of this terms of
13 this agreement shall be valid unless made in writing and signed
14 by the parties hereto, and no oral understandings or agreement
15 not incorporated herein, shall be binding on any of the parties
16 hereto.

17 11. Laws. CONTRACTOR shall comply fully with all applicable
18 Federal, State, and local laws, ordinances, regulations, and
19 permits. CONTRACTOR shall secure any new permits required by
20 authorities having jurisdiction over the project, and shall
21 maintain any presently required permits.

22 12. Compensation. The consideration to be paid CONTRACTOR, as
23 provided herein, shall be in compensation for all of CONTRACTOR'S
24 expenses incurred in the performance hereof, including travel and
25 per diem, unless otherwise expressly so provided.

26 13. Successors. This agreement shall inure to the benefit and

1 bind the successors of each of the parties.

2 14. Payment. COUNTY, in and for consideration of the covenants,
3 conditions, agreements, and stipulations of the CONTRACTOR herein
4 expressed, does hereby agree to compensate CONTRACTOR at the rate
5 of FIFTY (\$50.00) DOLLARS per hour plus traveling expenses, but
6 not to exceed a maximum of FIFTY (50) HOURS. Payment shall be
7 made upon a monthly claim submitted to the Clerk of the Board of
8 Supervisors setting forth the number of hours performed and
9 expenses claimed.

10 15. Term. The term of this contract shall commence on execution
11 and delivery of this agreement, and shall remain in full force
12 and effect until completion of the services hereinabove des-
13 cribed, unless terminated pursuant to Section 6 hereof.

14 16. This agreement constitutes the entire agreement between the
15 parties hereto relating to the subject matter hereof, and
16 supersedes any previous agreements or understanding.

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 agreement the date and year hereinabove set forth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

By: *James M. Cooper*

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

21 ATTEST:

22 PETE E. LUCAS,
23 CLERK OF THE BOARD OF SUPERVISORS

24 By: *Pete E. Lucas*

deputy

(SEAL)

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 55103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

James M. Cooper
Deputy

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CONTRACTOR:

Rudolf H. Michaels
RUDOLF H. MICHAELS

State of California - The Resources Agency
DEPARTMENT OF PARKS & RECREATION

GRANT AGREEMENT
AGREEMENT NO. 82-26
URBAN OPEN-SPACE AND RECREATION PROGRAM

APPLICANT County of Yolo PROJECT NUMBER NB-57-601

PROJECT TITLE Madison Neighborhood Park

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Z'berg Urban Open Space and Recreation Program Act, (Public Resources Code Section 5620 ff) agrees to fund the project(s) up to the total state grant amount indicated.

PROJECT DESCRIPTION: (indicate acquisition or development)

Acquisition and development of a 2 acre park site. Development to include picnic area, sports and playfields with support facilities.

APPROVED AS TO FORM:

CHARLES R. MACK
COUNTY COUNSEL

FILED

MAY - 6 1982

PETE LUCAS, CLERK OF THE BOARD

BY Debra M. Salazar
DEPUTY

Total State Grant (not to exceed the grant entitlement nor to exceed 75 percent of Project cost) \$30,000

County of Yolo
Applicant
By James R. Brown
Signature of Authorized Representative

The General Provisions attached are made a part of and are incorporated into the Agreement.

Title Chairman, Board of Supervisors
Date February 9, 1982

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Merina Angula
Date 3-15-82

CERTIFICATION OF FUNDING

CONTRACT NUMBER <u>80-01-536</u>		FUND <u>Parklands Fund of 1980</u> <u>GENERAL FUND</u>			
Project #NB-57-601	AMOUNT OF THIS ESTIMATE	APPROPRIATION			
	\$ <u>30,000.00</u>	URBAN GRANTS			
	UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	\$	*	<u>99</u>	<u>1981</u>	<u>1981/82</u>
	ADJ. INCREASING ENCUMBRANCE	FUNCTION			
	\$	* <u>379-101-721(b)</u>			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT				
\$	<u>80-82 110594 860</u>				
I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance					TBA No.
SIGNATURE OF ACCOUNTING OFFICER					Date <u>11/82</u>

ROBERTI-Z'BERG URBAN OPEN SPACE AND RECREATION PROGRAM ACT

Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Roberti-Z'berg Urban Open Space and Recreation Program Act.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to furnish twenty five (25) percent of the total cost of the Project and to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. Applicant shall secure completion of the development work in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement.
3. Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement including a final inspection upon Project completion.
4. All significant deviations from the Project shall be submitted to the State for prior approval.
5. Applicant in acquiring real property, the eligible cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

Applicant agrees to furnish upon request by State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

6. If the project includes development, the Applicant agrees to furnish the State a bid package or force account information, whichever is applicable, upon request by the State.

C. Project Performance Period

1. Applicant agrees to complete the project under the terms and conditions of this agreement.
2. Applicant may not take title to land or begin on-site construction until Project Performance Period begins.
3. The Project Performance Period shall begin upon Legislative appropriation of grant funds or upon date of certification by applicant's attorney, whichever is later.

4. Grant moneys shall be encumbered by the recipient of such moneys within three years of the date of approval by the Director of the California Department of Parks and Recreation of the application for such moneys. Any part of grant moneys not encumbered within the three-year period shall revert to the State. The date of application approval is the date the Director or his authorized representative signs this agreement.

D. Project Costs

Up to ninety (90) percent of the total State grant amount for the Block grant or Need Basis grant to be provided the Applicant under this agreement shall be disbursed as follows:

1. Upon the State's execution of this agreement and submission of a Payment request by the Applicant.
2. Upon notification of completion of the Block grant or Need Basis grant project as described in the agreement or as modified and agreed to by the State.

State may perform a project completion inspection and may perform a final audit. Upon audit approval, the State will reimburse the Applicant for the remaining ten (10) percent of the total Block grant or Need Basis grant to the extent of seventy-five (75) percent of the allowable costs. (Public Resources Code 5625.)

E. Project Administration

1. Applicant shall promptly submit annual reports to the State. The Applicant shall also provide the State a report showing total final project expenditures. (Public Resources Code 5625.)
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described. (Public Resources Code 5626(a).)
4. If grant moneys are advanced, the Applicant should place such moneys in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State.
5. Gross income that is earned by the Applicant from a state approved, non-recreation use on an acquisition project, subsequent to the Applicant's taking title, must be used by the Applicant for recreation purposes at the Project.

F. Project Termination

1. Applicant may unilaterally rescind this agreement at any time prior to the expenditure of grant funds. After expenditure of grant funds, this agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and not increase in the quantity and quality of parks and public recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant shall be the substitution of a project agreed upon by both the Applicant and the State to be completed within a period of time as established by the State.
5. If the project includes development, final payment may not be made until the project conforms substantially with this agreement and is a useable public recreation facility.

G. Hold Harmless

1. The Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

2. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. The Applicant shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

I. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature. (Public Resources Code 5626(a).)
2. The Applicant agrees to maintain and operate the property acquired or developed for a period commensurate with the type of project and the proportion of State Grant funds and local funds allocated to the capital costs of the project.

J. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

BK ●

FILED

MAY 20 1982

AGREEMENT NO. 82-27

PETE LUCAS, CLERK OF THE BOARD
BY Amie M. Carver
DEPUTY

(An Agreement Between the County of Yolo and the Madison Community Services District Subgranting Funds Received Pursuant to the Roberti-Z'Berg Urban Open Space and Recreation Program Act)

THIS AGREEMENT, made and entered into this 9th day of February, 1982, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred as to COUNTY, and the Madison Community Services District, hereinafter referred to as DISTRICT,

WITNESSETH:

RECITALS:

1. On December 28, 1981, COUNTY was granted Thirty Thousand Dollars (\$30,000) by the California State Department of Parks and Recreation, hereinafter referred to as STATE, for the construction of park facilities in Madison, pursuant to the Roberti-Z'Berg Urban Open Space and Recreation Program Act, hereinafter referred to as ACT. This grant was approved by the Board of Supervisors by Agreement No. 82- 26.
2. COUNTY is to receive the grant money in two phases: 90% in advance of work done and 10% after completion of work and approval by STATE of expenditures made.
3. The Board of Supervisors desires to subgrant to DISTRICT the grant from STATE for the purposes of carrying out the State grant.

AGREEMENTS:

1. COUNTY agrees to pay to DISTRICT forthwith the sum of Twenty Seven Thousand Dollars (\$27,000) upon receipt of grant monies from STATE. COUNTY shall have no obligation to pay DISTRICT any monies not actually received by COUNTY from STATE.
2. COUNTY agrees to pay DISTRICT the remaining Three Thousand Dollars

- 1 (\$3,000) of the Thirty Thousand Dollars (\$30,000) grant upon receipt of
2 said monies from STATE. DISTRICT agrees that COUNTY's receipt of said
3 Three Thousand Dollars (\$3,000) is conditioned upon the approval by STATE
4 of the expenditures by DISTRICT of the funds received by it pursuant to
5 Paragraph 1 of this agreement. COUNTY shall have no obligation to pay to
6 DISTRICT any monies not actually received from STATE.
- 7 3. It is agreed that DISTRICT shall assume, in consideration of the receipt
8 of grant monies from COUNTY, all of the obligations imposed upon COUNTY
9 by the STATE in the agreement between COUNTY and STATE which is attached
10 hereto as Exhibit A.
- 11 4. The parties further agree that DISTRICT shall indemnify, defend and save
12 harmless COUNTY, its officers, agents and employees from and against any
13 and all claims or losses accruing or resulting from any activity
14 undertaken by DISTRICT pursuant to this agreement.
- 15 5. The parties further agree that COUNTY may terminate this agreement and be
16 relieved of the payment of any sum thereunder should COUNTY reasonably
17 determine that DISTRICT has failed to abide by any of the provisions of
18 this agreement, including the provisions of the agreement between COUNTY
19 and STATE, which is attached hereto as Exhibit A.
- 20 6. DISTRICT agrees to refund and return to COUNTY any monies which COUNTY is
21 required to refund or return to STATE pursuant to a finding by STATE that
22 COUNTY has not adhered to the terms of its agreement with STATE.
- 23 7. No alteration or variation in the terms of this grant shall be valid
24 unless made in writing and agreed to by COUNTY and approved by STATE.
- 25 8. It is further agreed that DISTRICT shall fully assist and cooperate with
26 COUNTY in carrying out any responsibilities and obligations which COUNTY

- 1 may have to STATE pursuant to its agreement with STATE.
2 9. It is further agreed that DISTRICT shall make available to COUNTY on
3 demand at all reasonable times and places any records of DISTRICT
4 relating to this grant.
5 10. It is further agreed that DISTRICT shall comply with all the provisions
6 of ACT and any regulations promulgated thereunder.

7 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
8 the day and year first written above.

9 COUNTY OF YOLO, a political subdivision
10 of the State of California

11 BY *James C. Dennis*
12 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

13 ATTEST:

14 PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

15 BY *Paula M. Cooper*
16 DEPUTY

17 (SEAL)

18 MADISON COMMUNITY SERVICES DISTRICT

19 BY *ESQ*
President

20 ATTEST:

21 BY *Antonia Lopez*
22 Secretary

State of California - The Resources Agency
DEPARTMENT OF PARKS & RECREATION

GRANT AGREEMENT
Agreement No. 82-28
URBAN OPEN-SPACE AND RECREATION PROGRAM

APPLICANT County of Yolo PROJECT NUMBER NB-34-602

PROJECT TITLE Yolo Neighborhood Park

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Zberg Urban Open Space and Recreation Program Act, (Public Resources Code Section 5620 ff) agrees to fund the project(s) up to the total state grant amount indicated.

PROJECT DESCRIPTION: (indicate acquisition or development)

Picnic area, play equipment with support facilities.

FILED

MAY - 6 1982

APPROVED AS TO FORM:

CHARLES R. MACK
COUNTY COUNSEL

PETE E. LUCAS, CLERK OF THE BOARD

BY

DEPUTY

Total State Grant (not to exceed the grant entitlement nor to exceed 75 percent of Project cost) \$15,000

County of Yolo

Applicant

By James P. Ewers
Signature of Authorized Representative

Title Chairman, Board of Supervisors

Date February 9, 1982

By _____

Title _____

Date _____

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Date

3-15-82

CERTIFICATION OF FUNDING

CONTRACT NUMBER		FUND			
		Parklands Fund of 1980			
		GENERAL FUND			
NB-57-602		APPROPRIATION			
AMOUNT OF THIS ESTIMATE		URBAN GRANTS			
\$ 15,000.00					
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR	
\$	*	99	1981	1981/82	
ADJ. INCREASING ENCUMBRANCE	FUNCTION				
\$	* 379-101-721(b)				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT				
\$					
I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			T.B.A. No.		B.R. No.
SIGNATURE OF ACCOUNTING OFFICER			Date		

ROBERTI-Z'BERG URBAN OPEN SPACE AND RECREATION PROGRAM ACT

Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Roberti-Z'berg Urban Open Space and Recreation Program Act.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to furnish twenty-five (25) percent of the total cost of the Project and to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. Applicant shall secure completion of the development work in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement.
3. Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement including a final inspection upon Project completion.
4. All significant deviations from the Project shall be submitted to the State for prior approval.
5. Applicant in acquiring real property, the eligible cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

Applicant agrees to furnish upon request by State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

6. If the project includes development, the Applicant agrees to furnish the State a bid package or force account information, whichever is applicable, upon request by the State.

C. Project Performance Period

1. Applicant agrees to complete the project under the terms and conditions of this agreement.
2. Applicant may not take title to land or begin on-site construction until Project Performance Period begins.
3. The Project Performance Period shall begin upon Legislative appropriation of grant funds or upon date of certification by applicant's attorney, whichever is later.

4. Grant moneys shall be encumbered by the recipient of such moneys within three years of the date of approval by the Director of the California Department of Parks and Recreation of the application for such moneys. Any part of grant moneys not encumbered within the three-year period shall revert to the State. The date of application approval is the date the Director or his authorized representative signs this agreement.

D. Project Costs

Up to ninety (90) percent of the total State grant amount for the Block grant or Need Basis grant to be provided the Applicant under this agreement shall be disbursed as follows:

1. Upon the State's execution of this agreement and submission of a Payment request by the Applicant.
2. Upon notification of completion of the Block grant or Need Basis grant project as described in the agreement or as modified and agreed to by the State.

State may perform a project completion inspection and may perform a final audit. Upon audit approval, the State will reimburse the Applicant for the remaining ten (10) percent of the total Block grant or Need Basis grant to the extent of seventy-five (75) percent of the allowable costs. (Public Resources Code 5625.)

E. Project Administration

1. Applicant shall promptly submit annual reports to the State. The Applicant shall also provide the State a report showing total final project expenditures. (Public Resources Code 5625.)
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described. (Public Resources Code 5626(a).)
4. If grant moneys are advanced, the Applicant should place such moneys in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State.
5. Gross income that is earned by the Applicant from a state-approved, non-recreation use on an acquisition project, subsequent to the Applicant's taking title, must be used by the Applicant for recreation purposes at the Project.

F. Project Termination

1. Applicant may unilaterally rescind this agreement at any time prior to the expenditure of grant funds. After expenditure of grant funds, this agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of parks and public recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant shall be the substitution of a project agreed upon by both the Applicant and the State to be completed within a period of time as established by the State.
5. If the project includes development, final payment may not be made until the project conforms substantially with this agreement and is a useable public recreation facility.

G. Hold Harmless

1. The Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

2. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. The Applicant shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

I. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature. (Public Resources Code 5626(a).)
2. The Applicant agrees to maintain and operate the property acquired or developed for a period commensurate with the type of project and the proportion of State Grant funds and local funds allocated to the capital costs of the project.

J. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

FILED

MAY 20 1982

AGREEMENT NO. 82-29

PETEE LUCAS, CLERK OF THE BOARD
BY Amma M. Cerna

(An Agreement Between the County of Yolo and the Cacheville Community Services District Subgranting Funds Received Pursuant to the Roberti-Z'Berg Urban Open Space and Recreation Program Act)

THIS AGREEMENT, made and entered into this 9th day of February, 1982, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred as to COUNTY, and the Cacheville/Community Services District, hereinafter referred to as DISTRICT,

WITNESSETH:

RECITALS:

1. On December 28, 1981, COUNTY was granted Fifteen Thousand Dollars (\$15,000) by the California State Department of Parks and Recreation, hereinafter referred to as STATE, for the construction of park facilities in Madison, pursuant to the Roberti-Z'Berg Urban Open Space and Recreation Program Act, hereinafter referred to as ACT. This grant was approved by the Board of Supervisors by Agreement No. 82- 28.
2. COUNTY is to receive the grant money in two phases: 90% in advance of work done and 10% after completion of work and approval by STATE of expenditures made.
3. The Board of Supervisors desires to subgrant to DISTRICT the grant from STATE for the purposes of carrying out the State grant.

AGREEMENTS:

1. COUNTY agrees to pay to DISTRICT forthwith the sum of Thirteen Thousand Five Hundred Dollars (\$13,500) upon receipt of grant monies from STATE. COUNTY shall have no obligation to pay DISTRICT any monies not actually received by COUNTY from STATE.
2. COUNTY agrees to pay DISTRICT the remaining One Thousand Five Hundred

- 1 Dollars (\$1,500) of the Fifteen Thousand Dollars (\$15,000) grant upon
2 receipt of said monies from STATE. DISTRICT agrees that COUNTY's receipt
3 of said One Thousand Five Hundred Dollars (\$1,500) is conditioned upon
4 the approval by STATE of the expenditures by DISTRICT of the funds
5 received by it pursuant to Paragraph 1 of this agreement. COUNTY shall
6 have no obligation to pay to DISTRICT any monies not actually received
7 from STATE.
- 8 3. It is agreed that DISTRICT shall assume, in consideration of the receipt
9 of grant monies from COUNTY, all of the obligations imposed upon COUNTY
10 by the STATE in the agreement between COUNTY and STATE which is attached
11 hereto as Exhibit A.
- 12 4. The parties further agree that DISTRICT shall indemnify, defend and save
13 harmless COUNTY, its officers, agents and employees from and against any
14 and all claims or losses accruing or resulting from any activity
15 undertaken by DISTRICT pursuant to this agreement.
- 16 5. The parties further agree that COUNTY may terminate this agreement and be
17 relieved of the payment of any sum thereunder should COUNTY reasonably
18 determine that DISTRICT has failed to abide by any of the provisions of
19 this agreement, including the provisions of the agreement between COUNTY
20 and STATE, which is attached hereto as Exhibit A.
- 21 6. DISTRICT agrees to refund and return to COUNTY any monies which COUNTY is
22 required to refund or return to STATE pursuant to a finding by STATE that
23 COUNTY has not adhered to the terms of its agreement with STATE.
- 24 7. No alteration or variation in the terms of this grant shall be valid
25 unless made in writing and agreed to by COUNTY and approved by STATE.
- 26 8. It is further agreed that DISTRICT shall fully assist and cooperate with

COUNTY in carrying out any responsibilities and obligations which COUNTY may have to STATE pursuant to its agreement with STATE.

9. It is further agreed that DISTRICT shall make available to COUNTY on demand at all reasonable times and places any records of DISTRICT relating to this grant.

10. It is further agreed that DISTRICT shall comply with all the provisions of ACT and any regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

COUNTY OF YOLO, a political subdivision
of the State of California

BY

James P. Burns
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY

Paula M. Cooper
DEPUTY

(SEAL)

CACHEVILLE COMMUNITY SERVICES DISTRICT

BY

Dillard E. Berg

President

ATTEST:

BY

Franklin R. Hardner
Secretary

F I L E D

MAR - 5 1982

YOLO COUNTY AGREEMENT #82-30
STANDARD AGREEMENT FOR COUNTY HEALTH SERVICES
Fiscal Year 1981-82
County of YOLO

ORIGINAL

PETER LUCAS, CLERK OF THE BOARD

BY Peter Lucas DEPUTY

The State of California by and through the Department of Health Services and the County of Yolo (hereinafter called the County) in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed do hereby agree as follows:

Article I

This agreement is entered into pursuant to the provisions of the Welfare and Institutions Code (W&I) Section 16700 et seq. The definitions of terms used in this agreement shall be determined under W&I Section 16700 et seq.

Article II

- The State shall make payment of the funds specified in paragraph 2.b. of this Article to the County in three equal installments.
- Funds to be provided are:
 - An allocation of \$ 453,445.00 in accordance with W&I Sections 16702(a) and 16704(a), paid upon receipt and acceptance of the County Health Services Plan and Budget by the State.
 - An allocation of \$ 867,675.00 in accordance with W&I Sections 16702(b) and 16704(b). This amount represents State funding from the County Health Services Fund at a rate of One State dollar(s) for each county dollar expended for county health services provided in general accordance with the County Health Services Plan and Budget.
 - In no event shall the State funds provided under this agreement exceed \$ 1,321,120.00
- The State shall recover any funds provided from the County Health Services Fund which are not expended in accordance with this agreement pursuant to Section 1477 of Title 17 of the California Administrative Code. Recovery of funds may be accomplished through reduction of future payments to the County from the County Health Services Fund or from any funds payable for any other purpose. The recovery shall be limited to the State funded portion of the amount not expended in accordance with this agreement.

Article III

- The County agrees to incur aggregate net county costs for health services of State and County funds in an amount of at least \$ 2,188,793.00. In the event that aggregate net county costs for health services are less than this amount, the State shall recover the State funded portion of the difference at the rate of State to county dollars specified in paragraph 2.b. of Article II of this agreement.
- The County agrees that county health services will be provided in general accordance with the County Health Services Plan and Budget, and will result in net county costs for health services of county funds of at least \$ 867,675.00
- The County agrees that State funds provided from the County Health Services Fund will be used to finance county health services included in the County Health Services Plan and Budget and for no other purpose, and that the Plan and Budget have been developed in accordance with the instructions provided by the State.

(continued on reverse)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

State of California

County of Yolo

Signature

Signature

Title

Title

Date

Date

County Health Services

February 9, 1982

FEB 20 1982

Elizabeth A. Stelly

4. The County agrees to provide for continuation and funding of health services in accordance with the County Health Services Plan and Budget: a) where the governing body of the city has not transferred enforcement authority of applicable public health statutes and regulations to the County; b) where public health services are provided by a city pursuant to a contract with the County; or c) where public health services are provided by an existing independent district.
5. The County agrees that sufficient records, files, and documentation will be maintained concerning program activity and expenditures made under this agreement and will be accessible for a period of at least four years from either the date of final payment under this agreement or from the expiration of this agreement or, in the event of a State audit, until the audit has been resolved, whichever is later.
6. The County agrees to provide access during normal working hours to authorized representatives of the Department of Health Services and of other State agencies to all records, files, and documentation related to this agreement, subject to applicable State and Federal regulations and laws regarding confidentiality.
7. The County agrees that the following reports will be provided in the form and according to procedures established by the Department of Health Services:
 - a. A report of estimated actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1981-82. This report shall be provided by November 15, 1982, and shall serve as the initial basis for recovery of funds not expended in accordance with this agreement.
 - b. A report of actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1981-82. This report shall be provided by November 15, 1983, and shall serve as the final basis for recovery of funds not expended in accordance with this agreement, unless modified by actual audit findings officially adopted by the State.
 - c. The report of planned Fiscal Year 1981-82 Environmental Health Program activities and Fiscal Year 1980-81 program accomplishments (submitted in past years by noncontract counties as part of the State subvention application).
 - d. A report describing health services provided by the County pursuant to Part 5 (commencing with Section 17000) of Division 9 of the Welfare and Institutions Code during Fiscal Year 1980-81. This report shall be in the form and in accordance with procedures established by the Department of Health Services and shall be provided by November 15, 1981. This report shall include but not be limited to information covering the following: eligibility, services, resources, collections, target population size, and costs.
 - e. An Addendum Report to Fiscal Year 1981-82 County Health Services Plan and Budget pursuant to the 1981 State Budget Act concerning community and free clinics. This report shall be in the form and in accordance with procedures established by the Department of Health Services and shall be provided by January 15, 1982. This report shall include, but not be limited to information covering the following: services, service levels, populations and persons served, and the nature and extent of relationships between counties and community and free clinics affecting the provision of health services.

Article IV

The State may withhold, in part or in whole, payment of funds specified in Article II, 2.b. of this agreement if any of the reports in Article III, Section 7 of the Standard Agreement for County Health Services for Fiscal Year 1980-81 have not been received from the County by the dates specified therein, unless an extension for submission of such reports is formally granted by the Department of Health Services. Any funds withheld from the county pursuant to this Article shall be released upon receipt of the required reports by the Department of Health Services.

Article V

Nothing in this Agreement shall be interpreted to require additional expenditures of county funds for health services beyond those required herein.

BK

FILED

FEB 26 1982

AGREEMENT NO. 82-31

PETE E. LUCAS, CLERK OF THE BOARD
BY Uma R. Brown DEPUTY

(Agreement to Provide for On-The-Job Training Pursuant to Title VII of the Comprehensive Employment and Training Act)

THIS AGREEMENT, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as SPONSOR, and Gayle Manufacturing, Company, hereinafter referred to as EMPLOYER,

WITNESSETH:

1. This agreement is effective the date of its signature and shall terminate on APRIL 13, 1982.
2. Not less than 20 employees of EMPLOYER shall be enrolled in the upgrade training described in Attachment A to this agreement.
3. EMPLOYER agrees to provide at no cost to SPONSOR or to its employee the following premises as the location(s) of the training site for purposes of this agreement:

Gayle Manufacturing Company
1455 East Kentucky
Woodland, CA 95695

- Employer agrees to provide at no cost to SPONSOR or to its employees all necessary safety and training equipment. EMPLOYER agrees to pay all costs for utilities incidental to this training project. SPONSOR shall not be liable for any indirect costs incurred by EMPLOYER for the operation or administration of this training project.
4. SPONSOR shall provide a qualified instructor and instructional aides, as well as all necessary teaching materials, except those which EMPLOYER has

1 specifically promised to provide, necessary to teach the course set forth
2 in Exhibit A. SPONSOR shall provide sufficient scrap iron to enable
3 EMPLOYER's employees to complete the course.

4 5. EMPLOYER agrees to pay his employees at a rate not less than 50% of their
5 current hourly wage, or the minimum wage, whichever is greater, for the
6 time spent in this training program. EMPLOYER agrees to certify in
7 writing that the upgrade-training described in Exhibit A is necessary for
8 the employability or continued productivity of the employees undergoing
9 this training project. EMPLOYER agrees that it will continue in existence
10 at a level at least equal to the level existing prior to the execution of
11 this agreement company training programs.

12 6. If EMPLOYER desires to employ any additional person(s) during the period
13 of this agreement, EMPLOYER shall do the following:

14 A. Notify SPONSOR in writing at least three (3) working days prior to
15 hiring of any new employees.

16 B. Give the following priority in hiring:

17 1. First priority shall be given to the rehire of employees of
18 EMPLOYER currently laid off. For purposes of this section, laid
19 off means any person who was terminated in his employment with
20 employer, without cause, within the last 130 days prior to
21 the execution of this agreement.

22 2. Second priority shall be given to persons certified by SPONSOR
23 to be economically disadvantaged or CETA eligible.

24 No other person shall be hired by EMPLOYER until EMPLOYER has completely
25 exhausted the pool of persons described by subparagraphs 1 and 2 above.
26 The limitations in this paragraph shall apply only to the period of this

contract.

7. EMPLOYER agrees that the skills learned in this training project shall be included in each employee's periodic performance review for purposes of salary increases and/or promotions.
8. EMPLOYER agrees to continue in employment for a period of not less than ninety (90) days after the termination of this contract each person who has successfully completed the training program described in Exhibit A to this agreement. Each such person shall be paid at a rate not less than the rate at which that person was being paid prior to the commencement of this contract and shall be offered at least as many hours of work as he was offered prior to the commencement of this agreement. Nothing in this paragraph shall limit EMPLOYER's ability to discharge an employee for cause.
9. EMPLOYER agrees that this agreement shall not be used to displace any of its fulltime or part-time regular employees or to impair in any way employment for earning opportunities of other regular employees.
10. EMPLOYER and SPONSOR agree that no relationship of EMPLOYER and EMPLOYEE exists between them and that they stand in the relationship of independent contractors to one another.
11. EMPLOYER agrees to defend and hold harmless SPONSOR, its officers, employees and agents, from and against any and all liability or damages, including costs of defense, which arise out of the performance by EMPLOYER of its obligation under this contract. Without limiting the generality of the foregoing, EMPLOYER specifically agrees that it is responsible for the payment of all federal and state income taxes, Social Security taxes, State Disability Insurance, Unemployment Insurance and

1 Worker's Compensation Insurance for the employees participating in this
2 training program.

3 12. It is mutually agreed and understood that the United States of America is
4 not a party hereto and that no legal liability on the part of the United
5 States of America or any department thereof is implied under the terms
6 and conditions of this agreement.

7 13. EMPLOYER agrees to retain and make available to SPONSOR or to the United
8 States Department of Labor, all records, including payroll records and
9 personnel records relating to the employees participating in this
10 training program during the term of this contract and for three years
11 thereafter. Said records shall be made available upon demand at any
12 reasonable time or place. EMPLOYER agrees that authorized representatives
13 of SPONSOR or the United States Department of Labor shall have access to
14 EMPLOYER's premises during the time during which EMPLOYER's employees are
15 undergoing training pursuant to this agreement.

16 14. EMPLOYER agrees that this agreement is contingent upon receipt of funds
17 by SPONSOR from the United States Department of Labor for the
18 administration of this agreement. In the event that SPONSOR fails to
19 receive such funds from the United States Department of Labor, this
20 agreement shall be void and of no legal effect.

21 15. This agreement may be terminated by EMPLOYER or by SPONSOR forthwith for
22 material violations of the terms of this agreement.

23 16. This writing incorporates the entire agreement between the parties. No
24 other understanding, written or oral, prior or contemporaneous is any
25 part of this agreement. Alterations or variations in this agreement must
26 be in writing and must be signed by the parties hereto.

1 17. Any notice required or permitted to be sent by either party to the other
2 party under the terms of this agreement shall be deemed delivered if
3 mailed first class mail and deposited in the United States Mail addressed
4 as follows:

5 EMPLOYER:

6 Gayle Manufacturing Company
7 1455 East Kentucky
8 Woodland, CA 95695

9 SPONSOR:

10 Clerk of the Board of Supervisors
11 725 Court Street, Room 104
12 Woodland, CA 95695

13 Either party may change its address by notifying the other party in
14 writing of that change.

15 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
16 the day and year set forth above.

17 COUNTY OF YOLO, a political subdivision
18 of the State of California

19 BY

20 *James A. Lucas*
21 CHAIRMAN OF THE BOARD OF SUPERVISORS
22 COUNTY OF YOLO, STATE OF CALIFORNIA

23 The undersigned Deputy Clerk
24 of the Board of Supervisors
25 certifies that pursuant to
26 Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

27 ATTEST:

28 PETE E. LUCAS, CLERK
29 BOARD OF SUPERVISORS

30 BY

31 *Anna M. Gehl*
32 DEPUTY
33 (SEAL)
34

35 PETE E. LUCAS,
36 CLERK OF THE BOARD
OF SUPERVISORS

37 EMPLOYER:

38 *Anna M. Gehl*
39 Deputy

40 BY

41 *James A. Lucas*

UPGRADE TRAINING SCHEDULE

for

GAYLE MANUFACTURING

1. Welding Processes 3 hours
 - A. SMAW (Shielded Metal Arc Welding)
 - B. GMAW (Gas Metal Arc Welding)
 - C. SAW (Submerged Arc Welding)
 - D. FCAW (Flex Cored Arc Welding)
 - E. Selecting the correct arc welding process
2. Welding Personnel Safety and Health 3 hours
 - A. Electrical shock
 - B. Arc radiation
 - C. Air contamination
 - D. Fire and explosion
 - E. Compressed gases
 - F. Cleaning and chipping welds and other hazards
 - G. Welder protection
 - H. Safety precautions for arc welding
 - I. Safety precautions for oxyacetylene welding and cutting
3. Welding Equipment 3 hours
 - A. Maintenance of power sources and equipment
4. Weld Splices 3 hours
 - A. Semi-rigid connections
 - B. Rigid connections
 - C. Moment connections

5. Control of Shrinkage and Distortion 3 hours

- A. Welding factors that cause movement
- B. Evidences and cause of distortion
- C. Influence of overwelding
- D. Control of weld shrinkage
- E. Transverse shrinkage
- F. Angular distortion
- G. Bending of longitudinal members
- H. Proper alignment of plates
- I. Heating and peening

6. Welding Problems and Solutions 3 hours

- A. Appearance of weld
- B. Weld spatter
- C. Undercut
- D. Incomplete penetration
- E. Incomplete fusion
- F. Distortion
- G. Warping
- H. Cracks
- I. Porosity
- J. Brittle welds
- K. Corrosion
- L. Magnetic-arc blow

7. Welding Training and Upgrading 12 hours

8. Welder Qualifications 4 hours

9. Blueprint Reading 6 hours

COUNTY OF YOLO

Subgrant Signature Sheet

Title VII

Agreement/
Subgrant No. 82-32 1

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Central Weld Agency
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This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The Central Weld Agency

hereinafter referred to as SUBGRANTEE.
The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

FEB 22 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY George P. DeMars
DEPUTY

PROGRAM : Upgrading Training

MAILING ADDRESS : 4837 Paladena Street

CITY & STATE : Sacramento, CA 95841

PHONE : (916) 485-0195

PROGRAM DIRECTOR : Robert G. Milliron, P.E.

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on FEBRUARY 17, 1982

The term of the SUBGRANT shall end on APRIL 13, 1982

The total amount of the SUBGRANT is \$3,379

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature <u>Robert G. Milliron</u>	By Signature <u>George P. DeMars</u>
Name and Title Robert G. Milliron Manager Central Weld Agency Date <u>2-8-82</u>	Name and Title George P. DeMars, Chairman Yolo County Board of Supervisors Date <u>FEB 16 1982</u>

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this _____ day of _____ 19____, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Central Weld Agency hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
- (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances, as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Central Weld Agency is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678
16 679 and 680
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Exhibit B - Upgrade Training Schedule & Design
22 (i) Exhibit C - Fee Schedule & Budget Summary
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin FEBRUARY 17, 1982, and shall end APRIL 13, 1982, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 3,379, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR. Reimbursement for costs incurred in the performance of this contract will not be paid for claims received after January 31 of the year following the end of this agreement.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not

1 obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
2 obligated to provide services under the contract until such
3 funds are made available to PRIME SPONSOR by the Department
4 of Labor.

- 5 (e) Approved claims shall be paid only from funds granted to PRIME
6 SPONSOR by the Department of Labor.

7 5. Records, Audits Inspection

8 (a) Establishment and Maintenance of Records

9 The SUBGRANTEE shall maintain records, including but not limited to
10 books, financial records, supporting documents, statistical records,
11 personnel, property, participant, and all other pertinent records
12 sufficient to reflect properly, (a) all direct and indirect costs
13 of whatsoever nature claimed to have been incurred and anticipated
14 to be incurred to perform this contract, and (b), all costs,
15 incurred by PRIME SPONSOR based upon representations of SUBGRANTEE,
16 including but not limited to situations where PRIME SPONSOR pays
17 wages, allowances, or other benefits to participants or other
18 contractors based on SUBGRANTEE's reporting hours worked, training
19 attended, or services provided, and (c) all other matters covered
20 by this SUBGRANT for which the maintenance and retention of records
21 is required by law, including but not limited to U. S. GSA Federal
22 Management Circular 74-4, and regulations of the U. S. Department
23 of Labor, including but not limited to CFR §676.35 and 41 CFR
24 §29-70.203. The obligation to maintain and preserve records shall
25 not be diminished by any instructions or advice given by PRIME
26 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports
27 to PRIME SPONSOR.

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1 (b) Preservation of Records

2 SUBGRANTEE shall preserve and make available its records related
3 to this SUBGRANT (a) until the expiration of three (3) years from
4 the date of final payment to SUBGRANTEE under this SUBGRANT except
5 that records relating to participants' participation in a CETA
6 program shall be maintained for each participant for a period of
7 five (5) years from the date of enrollment into the program.
8 If, prior to the expiration of the required retention period, any
9 litigation or audit is begun or a claim is instituted involving the
10 records, SUBGRANTEE shall retain the records beyond the retention
11 period until the litigation, audit findings, or audit findings, or
12 claim has been finally resolved.

13 (c) Accounting by SUBGRANTEE

14 SUBGRANTEE shall establish and maintain at all times, on a current
15 basis in conjunction with the Program, an adequate accrual system
16 of accounting covering all costs, items and expenditures with
17 respect to the Program, in accordance with generally accepted
18 accounting principles and standards, and in accordance with
19 requirements of the general government and any PRIME SPONSOR
20 requirements as set forth in the "Subgrantees' Fiscal Activities
21 Manual." Except in a case where a fixed unit cost for reimburse-
22 ment is specified in this SUBGRANT as the method for reimbursement.

23 (d) Examination of Records and Facilities

24 At any time during normal business hours, PRIME SPONSOR and/or
25 United States Federal Department of Labor or any of their duly
26 authorized representatives thereof, shall until expiration of
27 three (3) years after final payment under this SUBGRANT, or any
28 longer period as required by applicable law, have access to and

1 the right to examine its offices, and facilities engaged in
2 performance of this SUBGRANT and all its records with respect to
3 all matters covered by this SUBGRANT, including the right to audit,
4 examine and make excerpts of transcripts and from such records to
5 make audit of all contracts and subcontracts, invoices, payrolls,
6 supportive services, classroom training costs, records or personnel
7 conditions of employment, material and all other data relating to
8 matters covered by the SUBGRANT. The SUBGRANTEE also understands
9 and agrees that the PRIME SPONSOR and/or United States Federal
10 Department of Labor or any of their duly authorized representatives
11 has the right to make unannounced visits to the SUBGRANTEES
12 facilities to observe, audit and/or monitor all conditions and
13 activities involved in the performance of this agreement.

14 (e) Documentation of Cost

15 All cost shall be supported by properly executed payrolls, time
16 records, invoices, contracts, or vouchers or other official
17 documentation evidencing in proper detail the nature and the
18 propriety of the charge. All checks, payrolls, accounting docu-
19 ments, pertaining in whole or part of this contract shall be
20 clearly identified and readily accessible.

21 6. Interest on Debts

22 If a debt is established against the Prime Sponsor because of disallowed
23 cost arising from an audit of the Subgrantee, and the Department of
24 Labor charges the Prime Sponsor interest on the debt, the Subgrantee is
25 required to pay the interest charge on the debt at the rate in effect as
26 determined by the Department of Labor.

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1 may have to STATE pursuant to its agreement with STATE.
2 9. It is further agreed that DISTRICT shall make available to COUNTY on
3 demand at all reasonable times and places any records of DISTRICT
4 relating to this grant.
5 10. It is further agreed that DISTRICT shall comply with all the provisions
6 of ACT and any regulations promulgated thereunder.
7 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
8 the day and year first written above.

COUNTY OF YOLO, a political subdivision
of the State of California

BY *Ray C. Evans*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

12 ATTEST:

13 PETE E. LUCAS, CLERK
14 BOARD OF SUPERVISORS

15 BY *Paula M. Cooper*
DEPUTY

16 (SEAL)

MADISON COMMUNITY SERVICES DISTRICT

18 BY *ESQ*
19 President

20 ATTEST:

21 BY *Antonie Lake Jones*
22 Secretary

1 compliance with its terms or conditions, and subgrantee agrees that it
2 shall and hereby does waive any defense that it may have against such
3 suit by virtue of any statute of limitations; provided, however, that
4 such suit shall be brought, if at all, on or before the expiration of
5 two years after final determination of any controversy between the County
6 of Yolo and the U. S. Department of Labor (including any litigation
7 arising therefrom), and further provided that such suit shall be brought,
8 if at all, before the expiration of four years after the statute of
9 limitation otherwise prescribed by law.

10 9. Termination of SUBGRANT

11 (a) With Cause

12 PRIME SPONSOR may terminate the SUBGRANT in the following instances
13 by giving written notice to the SUBGRANTEE at least five (5) days
14 prior to the effective termination date stated in the notice:

- 15 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
16 and proper manner its obligations under this Agreement.
- 17 (2) If SUBGRANTEE shall violate any of the covenants or stipu-
18 lations of this Agreement.
- 19 (3) If the grant from the U. S. Department of Labor under which
20 this Agreement is made is terminated.
- 21 (4) If SUBGRANTEE is unable or unwilling to comply with such
22 additional conditions as may be lawfully applied by the U. S.
23 Department of Labor to the grant under which this Agreement
24 is made. SUBGRANTEE shall not be relieved of liability to
25 PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue
26 of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR
27 may withhold any reimbursement to SUBGRANTEE for the purpose

28 ////

1 of setoff until such time as the exact amount of damages
2 due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise
3 determined.

4 (b) Without Cause

5 Either party may terminate this SUBGRANT at any time by giving
6 written notice to the other party of such terminations and
7 specifying the effective date thereof, at least 30 days before the
8 effective date of such termination. If the SUBGRANT is terminated
9 as provided herein, SUBGRANTEE will be paid an amount which the
10 same ratio to the total compensation as the service actually
11 performed bears to the total services of SUBGRANTEE covered by
12 this SUBGRANT, less payments of compensation previously made.

13 10. Severability of Provisions

14 If any provisions of this SUBGRANT are held invalid, the remainder of
15 this SUBGRANT shall not be affected thereby, if such remainder would
16 then continue to conform to terms and requirements of applicable law.

17 11. Hold Harmless Clause

18 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR,
19 its officers, employees and agents from and against all claims, losses,
20 liabilities, or damages including attorney fees, arising out of or
21 resulting from the performance of this Agreement, caused in whole or
22 in part by any negligent act or omission of SUBGRANTEE or anyone directly
23 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
24 caused in part by a party indemnified hereunder.

25 12. Legal Relationship

26 (a) It is herein understood and agreed that SUBGRANTEE is an
27 independent contractor and that no relationship of employer-
28 employee exists between the parties hereto. That SUBGRANTEE

1 shall not be entitled to any benefits available to employees of
2 PRIME SPONSOR. That PRIME SPONSOR is not required to make any
3 deductions from the compensation payable to SUBGRANTEE under the
4 provision of this Agreement; that as an independent contractor,
5 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all
6 claims that may be made against PRIME SPONSOR based upon any
7 contention by any third party that an employer-employee relation-
8 ship exists by reason of this Agreement.

9 (b) It is further understood and agreed by the parties hereto that
10 SUBGRANTEE in the performance of its obligations hereunder is
11 subject to the control or direction of PRIME SPONSOR merely as to
12 the result to be accomplished by the services herein agreed to be
13 rendered and performed and not as to the means and methods for
14 accomplishing the result.

15 (c) If, in the performance of this Agreement, any third persons are
16 employed as employees of SUBGRANTEE, such person shall be employed
17 by and shall be entirely and exclusively under direction, super-
18 vision and control of said SUBGRANTEE. All terms of employment
19 of said persons, including hours, wages, working conditions,
20 discipline, hiring and discharging or any other terms of employment
21 or requirements of law, shall be made by said SUBGRANTEE, and
22 PRIME SPONSOR shall have no right or authority over said persons
23 or the terms of such employment, except as required by CETA or
24 regulations promulgated thereunder.

25 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
26 expressly assumes and accepts exclusive liability as an employer
27 under the Federal Insurance Contributions Act, the Federal
28 Unemployment Tax Act, Federal Social Security Acts, the Unemployment

1 Compensation Act, or any other Federal or State laws or acts which
2 in any way affect or relate to the relationship of employer and
3 employee, and shall be liable for any Social Security, Unemployment
4 Compensation or other taxes or penalties arising or levied by
5 reason of the employment of such persons employed by it. PRIME
6 SPONSOR shall not be liable for any worker's compensation or other
7 benefits accruing under any Federal or State law or acts to any
8 persons employed by the said SUBGRANTEE under this Agreement, but
9 such liability, if any, shall be exclusively that of SUBGRANTEE.

10 13. Monthly Report

11 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
12 sible for filing monthly reports with PRIME SPONSOR. Each report shall
13 be made on forms approved by PRIME SPONSOR and shall contain all data
14 and information concerning both quality and quantity of program perfor-
15 mance required by PRIME SPONSOR. Each report shall set forth the extent
16 to which the Program Performance Goals have been met and shall explain
17 in detail the reasons any such plans have not been met. Each report
18 shall set forth the extent expenditures exceed a prorata portion of the
19 entire budget category for the term of this program and shall explain
20 in detail the reasons for such excess.

21 14. Procedures for Corrective Action

- 22 (a) Whenever the PRIME SPONSOR determines in the manner set forth
23 herein that SUBGRANTEE has failed to comply with any provision of
24 this SUBGRANT, the PRIME SPONSOR may order corrective action.
25 (b) Before making such an order, the PRIME SPONSOR shall give
26 SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's
27 non-compliance and a procedure whereby SUBGRANTEE and its officers
28 or responsible employees may have an opportunity to meet with the

1 PRIME SPONSOR for the purposes of considering the need for and
2 nature of corrective action.

3 (c) An order for corrective action shall be in writing and shall set
4 forth specific directions for corrective action and a detailed
5 timetable for implementing the specific directions for reporting
6 to PRIME SPONSOR as to implementation. The order shall be served
7 on SUBGRANTEE.

8 (d) If SUBGRANTEE shall fail to implement an order for corrective
9 action, or if it shall fail to do so within the timetable set for
10 implementation, the PRIME SPONSOR may recommend that the Governing
11 Body suspend payments hereunder or terminate this SUBGRANT.

12 (e) If SUBGRANTEE shall fail to comply with the administrative require-
13 ments of this SUBGRANT, such as those requiring the timely sub-
14 mission of all periodic reports, and if such failure shall not be
15 suggestive of other apparent misfeasance, malfeasance, or non-
16 feasance, the PRIME SPONSOR shall be empowered, without consultation
17 with the Governing Body, to suspend or delay any and all payments
18 under this SUBGRANT until such failure is rectified.

19 15. Property

20 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement
21 shall be governed by the provisions of 41 CFR 29-70.215 and
22 SUBGRANTEE shall be subject to the obligations of "GRANTEE", as
23 defined in 41 CFR §29-70.102(a), set forth therein, and between
24 PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the
25 rights of grantor agency set forth therein. Generally it is
26 expected that grant property will be retained and used throughout
27 its useful life in the grant program for which it was acquired or
28 if that program is terminated, or if the property is no longer

needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

16. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter and balance.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

17. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or

1 contingency fee. For breach or violation of this covenant the PRIME
2 SPONSOR shall have the right to annul this agreement without liability
3 or, at its discretion, to deduct from the compensation or otherwise
4 recover, the full amount of such commission, percentage, brokerage, or
5 contingency fee.

6 18. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the terms of this
10 agreement.

11 19. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the United States Federal
17 Department of Labor reserve the right to use, duplicate, and disclose
18 the same, in whole or in part, in any manner for any purpose whatsoever,
19 and to authorize others to do so. If any material described in the
20 previous sentence is subject to copyright, PRIME SPONSOR and/or the
21 United States Federal Department of Labor reserve the right to copyright
22 such and SUBGRANTEE agrees not to copyright such material. If the
23 material is copyrighted, PRIME SPONSOR and/or the United States Federal
24 Department of Labor reserve a royalty-free, non-exclusive, and irrevocable
25 license to reproduce, publish, and use such materials, in the whole or
26 in part, and to authorize others to do so.

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1 20. Publication

2 Before publishing any materials produced by activities supported by this
3 agreement, SUBGRANTEE shall notify PRIME SPONSOR Ninety (90) days in
4 advance of any such intended publication and shall submit four (4)
5 copies of the materials to be published. Within sixty (60) days after
6 such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall:
7 (1) submit to SUBGRANTEE its comments with respect to the materials
8 intended to be published, or (2) notify SUBGRANTEE that no comments
9 shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments
10 will be submitted, SUBGRANTEE may proceed to publish the materials in
11 the form in which they have been submitted to PRIME SPONSOR but shall
12 include the credit statement and the disclaimer set forth below, but
13 without any further comments. PRIME SPONSOR may also waive use of the
14 credit statement and disclaimer set forth below. SUBGRANTEE shall
15 determine, within ten (10) days after receipt of any such comments,
16 whether or not to revise the materials to incorporate the comments of
17 PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within
18 fifteen (15) days after such comments have been received by SUBGRANTEE.
19 If SUBGRANTEE determines not to incorporate any of the comments of
20 PRIME SPONSOR into the text of the materials, it may publish the
21 materials provided that the initial perface or introduction to these
22 materials as published contain the following:

- 23 (a) A credit reference reading as follows: "The preparation of these
24 materials was financially assisted through a contract from YOLO
25 COUNTY MANPOWER AGENCIES, a prime sponsor under the Comprehensive
26 Employment and Training Act, as amended."

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1 (b) A disclaimer statement reading as follows: "The opinions, findings,
2 and conclusions of this publication are those of the author and not
3 necessarily those of the YOLO COUNTY MANPOWER AGENCIES or the
4 United States Federal Department of Labor. YOLO COUNTY and the
5 United States Federal Department of Labor reserve a royalty-free,
6 non-exclusive, and irrevocable license to reproduce, publish and
7 use these materials and to authorize others to do so."

8 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
9 If SUBGRANTEE wishes to incorporate some or any of the comments of
10 PRIME SPONSOR in the text of the materials, it shall revise the
11 materials to be published and resubmit them to PRIME SPONSOR which
12 shall prepare comments on the resubmitted data within thirty (30)
13 days after receipt thereof. Within ten (10) days after receipt of
14 these comments, SUBGRANTEE shall determine whether or not to accept
15 or adopt any of the comments on the revised materials as resubmitted
16 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determina-
17 tion within fifteen (15) days after receipt of the comments of
18 PRIME SPONSOR. Thereafter, the materials may be published or
19 revised in accordance with the procedures set forth above in the
20 publication of materials on which PRIME SPONSOR has submitted its
21 comments to SUBGRANTEE.

22 If PRIME SPONSOR has not submitted its comments on any materials
23 submitted to it within ninety (90) days after PRIME SPONSOR has
24 received any such materials, SUBGRANTEE may proceed to publish the
25 materials in the form in which they have been submitted to PRIME
26 SPONSOR but shall include the credit statement and the disclaimer
27 statement set forth above, but without any further comments.

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1 21. Patents

2 If any discovery or invention arises or is developed in the course of or
3 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
4 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
5 that determination of rights to inventions or discoveries made under this
6 agreement shall be made by the United States Federal Department of Labor,
7 or its duly authorized representatives, who shall have the sole and
8 exclusive powers to determine whether or not and where a patent applica-
9 tion should be filed and to determine the disposition of all rights in
10 such inventions or discoveries, including title to and license rights
11 under any patent application or patent which may issue thereon. The
12 determination of DOL, or its duly authorized representative, shall be
13 accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME
14 SPONSOR and/or the United States Federal Department of Labor shall
15 acquire at least an irrevocable, non-exclusive, and royalty-free license
16 to practice and have practiced throughout the world for governmental
17 purposes any invention made in the course of or under this Agreement.

18 22. Personnel

- 19 (a) SUBGRANTEE represents that he has, or will secure at his own
20 expense, all personnel required in performing the services under
21 the SUBGRANT. Such personnel shall not be employees of or have
22 any contractual relationship with PRIME SPONSOR.
- 23 (b) All of the services hereunder will be performed by SUBGRANTEE or
24 under his/her supervision, and all personnel engaged in the work
25 shall be fully qualified and shall be authorized under State and
26 local law to perform such services.
- 27 (c) None of the work or services covered by this SUBGRANT shall be
28 subcontracted without the prior written approval of PRIME SPONSOR.

1 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
2 of an employee in anticipation of hiring an individual with funds
3 available under Titles II-D or VI. In addition, no participant
4 shall be used to fill positions or provide services normally
5 provided by temporary, part-time, or seasonal workers or contracted
6 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
7 person into any job funded under Titles II-D or VI when any other
8 person is on layoff from the same or any substantially equivalent
9 job.

10 (e) SUBGRANTEE represents that it has objective personnel policies and
11 practices for recruitment, selection, promotion, classification,
12 compensation, and performance evaluation that are reflective of
13 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
14 understands that all personnel policies and practices shall be
15 subject to validation in accordance with the Federal Uniform
16 Guidelines on Employee Selection procedures dated August 25, 1978.

17 23. Assignments and Subletting

18 No performance of this agreement or any portion thereof may be assigned
19 or subcontracted by SUBGRANTEE without the express written consent of the
20 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign
21 or subcontract any performance of this agreement without the express
22 written consent of the PRIME SPONSOR or his designee shall be null and
23 void and shall constitute a breach of this agreement. Whenever the
24 SUBGRANTEE is authorized to subcontract or assign, he will include all
25 the terms of this agreement in any such subcontract or assignment.

26 24. Alterations

27 No alteration or variation of the terms of this SUBGRANT shall be valid
28 unless made in writing and signed by the parties hereto.

1 25. Waiver

2 The waiver by PRIME SPONSOR of any default, breach or condition shall
3 not be construed as a waiver on the part of the PRIME SPONSOR of any
4 other default, breach or condition, or any other right hereunder.

5 26. Successors

6 This SUBGRANTEE shall bind and inure to the successors in interest of
7 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
8 been expressly named herein.

9 27. Clear Air Act of 1970

10 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
11 to comply with all applicable standards, orders, or regulations issued
12 pursuant to the Clean Air Act of 1970.

13 28. Nepotism

14 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
15 cause or allow to be hired, a person into an administrative capacity,
16 staff position or public service employment position funded under CETA,
17 if a member of his or her immediate family is employed in an administra-
18 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
19 contractor. However, where a state or local statute regarding nepotism
20 exists which is more restrictive than the above policy, the eligible
21 applicant should follow the State or local statute in lieu of the above
22 policy.

- 23 (a) The term "member of the immediate family" includes: wife, husband,
24 son, daughter, mother, father, brother, brother-in-law, sister,
25 sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-
26 in-law, aunt, uncle, niece, nephew, step-parent, and step-child.
27 (b) The term "administrative capacity" includes those persons who have
28 overall administrative responsibility for a program, including all

1 elected and appointed officials who have any responsibility for the
2 obtaining of and/or approval of any grant funded under the Act,
3 such as members of the PRIME SPONSOR Planning Council, or Private
4 Industry Planning Council, who are not economically disadvantaged,
5 other official who have influence or control over the administration
6 of the program, as set forth in 20 CFR 676.66(c)(2).

7 (c) The term "staff position" includes all CETA staff positions funded
8 under the Act, such as instructors, counselors and other staff
9 involved in administrative, training or service activities.

10 29. Affirmative Action Policy

11 SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal
12 Affirmative Action Program for persons employed in or participating in
13 PRIME SPONSOR'S CETA Programs and shall also be applicable to persons
14 employed in or participating under the performance of this agreement.
15 Responsibility for administration of Affirmative Action Program has
16 been delegated to the County Administrative Officer, with the support
17 of the Yolo County Board of Supervisors. A copy of this Plan is attached
18 hereto as exhibit A.

19
20 30. Non-Discrimination

21 SUBGRANTEE shall comply with the requirements of 20 CFR §676.52
22 regarding non-discrimination.

23 31. Federal Aid

24 It is understood by the parties hereto that neither this Agreement nor
25 any Agreement pursuant hereto shall obligate the Federal Government to
26 enter into any Agreement with SUBGRANTEE or any other entity for Federal
27 financial assistance in connection with this Agreement; or for the
28 planning or undertaking of any work element not included in this

1 Agreement. Any such agreement will be entered into at the sole
2 discretion of the Federal Government.

3 32. Fidelity Bond

4 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
5 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
6 to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds
7 received from PRIME SPONSOR for disbursement under this Agreement are
8 covered by a fidelity bond in an amount and manner consistent with the
9 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
10 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In
11 that event the PRIME SPONSOR shall not make any further disbursements
12 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
13 been reinstated, or equivalent coverage has been obtained.

14 33. Insurance

15 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
16 shall maintain in full force and effect a policy of public liability
17 insurance with minimum coverage in an amount satisfactory to PRIME
18 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause
19 PRIME SPONSOR to be named as an additional insured on said policy
20 and shall obtain a waiver of the insurer's right to subrogation
21 against PRIME SPONSOR.

22 (b) Workers' Compensation. During the terms of this SUBGRANT,
23 SUBGRANTEE shall comply fully with the terms of the law of
24 California concerning Workers' Compensation. Said compliance
25 shall include, but not be limited to, maintaining in full force
26 and effect one or more policies of insurance insuring against
27 any liability SUBGRANTEE may have for Workers' Compensation.

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1 34. Entire Agreement Modifications

2 This Agreement constitutes the entire agreement between the parties
3 hereto for services furnished pursuant to this Agreement. This
4 Agreement may be modified, altered, or revised only upon the written
5 consent of both parties hereto.

6 35. Notices

7 All notices to be given SUBGRANTEE may be given by deposit in the United
8 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
9 forth on the Signature Sheet. Wherefore, the parties have executed this
10 SUBGRANT No. 82-32.

11 36. Federal Regulations

12 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
13 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
14 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Gregory J. ...

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Robert D. Miller

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

FEB 6 1982

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(Date)

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Robert J. Mellison
(Legal Name of SUBGRANTEE)

2-8 19 82
(Date)

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area. It shall also be assured that no participant under the act may be discriminated against because of citizenship.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972), Revised Order #4 of the Federal Register, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), and Title IX of the Education Amendments of 1972 (as amended), is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

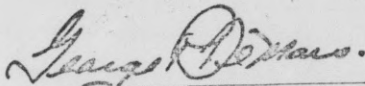
- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer


George P. Delfars
Chairman, Yolo County Board
of Supervisors

Date: _____

Date: FEB 16 1982

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Robert L. Williams

SIGNATURE OF THE PERSON RESPONSIBLE

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment 1).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

EXHIBIT B

Upgrade Training Schedule & Design

Design:

The CENTRAL WELD AGENCY shall be responsible for performing 40 hours of welding instruction outlined in Attachment B of this Agreement. The method of instruction shall include 24 hours of classroom training and 16 hours of practical lab experience. The course shall be taught in 5-hour blocks or units of instruction, each week, for 8 weeks. Enrollment throughout the duration of this upgrade training project will consist of 29 employees.

RW 2/9/87

UPGRADE TRAINING SCHEDULE

for

GAYLE MANUFACTURING

1. Welding Processes 3 hours
 - A. SMAW (Shielded Metal Arc Welding)
 - B. GMAW (Gas Metal Arc Welding)
 - C. SAW (Submerged Arc Welding)
 - D. FCAW (Flex Cored Arc Welding)
 - E. Selecting the correct arc welding process
2. Welding Personnel Safety and Health 3 hours
 - A. Electrical shock
 - B. Arc radiation
 - C. Air contamination
 - D. Fire and explosion
 - E. Compressed gases
 - F. Cleaning and chipping welds and other hazards
 - G. Welder protection
 - H. Safety precautions for arc welding
 - I. Safety precautions for oxyacetylene welding and cutting
3. Welding Equipment 3 hours
 - A. Maintenance of power sources and equipment
4. Weld Splices 3 hours
 - A. Semi-rigid connections
 - B. Rigid connections
 - C. Moment connections

5. Control of Shrinkage and Distortion 3 hours

- A. Welding factors that cause movement
- B. Evidences and cause of distortion
- C. Influence of overwelding
- D. Control of weld shrinkage
- E. Transverse shrinkage
- F. Angular distortion
- G. Bending of longitudinal members
- H. Proper alignment of plates
- I. Heating and peening

6. Welding Problems and Solutions 3 hours

- A. Appearance of weld
- B. Weld spatter
- C. Undercut
- D. Incomplete penetration
- E. Incomplete fusion
- F. Distortion
- G. Warping
- H. Cracks
- I. Porosity
- J. Brittle welds
- K. Corrosion
- L. Magnetic-arc blow

7. Welding Training and Upgarding 12 hours

8. Welder Qualifications 4 hours

9. Blueprint Reading 6 hours

Training Fee Schedule

Classroom Instruction	\$50.00 per hr.
Laboratory/Shop Instruction	35.00 per hr.
Travel Time- (Based on type work)	2/3 hourly fee
Mileage	.23 per mile
35mm Slide Projector	8.50 per day
Film Strip Projector	12.00 per day
Movie Projector	12.00 per day
Overhead Projector	12.00 per day
Screen for Projectors	2.50 per day

EXHIBIT C

Fee Schedule & Budget Summary

EXHIBIT C

BUDGET SUMMARY

ITEM	UNIT	
LAB/CLASSROOM INSTRUCTION		
Classroom instruction 24 hours @ \$50	1200	1,760
Lab instruction 16 hours @ \$35	560	
MILEAGE		
Travel round trip Sacramento-Woodland 860 miles x .23¢/mi-	200	200
MILEAGE TIME		
Eight total hours for program		238
Classroom instruction 2/3 wage rate x 67% time (33 x 5.36% = 176.88)	177	
Lab instructor 2/3 wage rate x 2.64% time (\$23.10 x 2.64% = 60.98)	61	181
EQUIPMENT RENTAL		
35mm projector (slide) 2 days @ 8.50/day	17.00	
7.1mm strip projector 2 days @ 12.00/day	24.00	
Movie projector 2 days @ 12.00/day	24.00	
Overhead projector 8 days @ 12.00/day	96.00	
Screen 8 days @ 2.50/day	20.00	
TRAINING AIDS PRUCHASE		
Scrap Iron/Educational for 29 trainees	1,000	1000
Aides (i.e. textbooks, handouts, etc.) <i>ATT 3/9/82</i>		
GRAND TOTAL	3,379	3,379

BOARD OF SUPERVISORS
YOLO COUNTY, CALIFORNIA

FILE: PAR - 7
Yolo County Arts
GEN - 13
Yolo County Arts Council

TO: County Counsel
Arts Council
Auditor

ENTRY # 1

EXCERPT OF MINUTE ORDER NO. 82-371, ITEM NO. 8 OF THE BOARD OF
SUPERVISORS MEETING FOR June 1, 1982 AS INDICATED BELOW:

MOTION: Black SECOND: Thompson AYES: Black, Thompson, Marchand
ABSENT: Cameron, DeMars.

5. Adopted and authorized the Vice-Chairman to sign Resolution No. 82-69, appealing to the State Controller to process and pay \$5,892.00 to Yolo County as SB 90 mandated cost reimbursement for fiscal year 1979-80.
6. Authorized payment of County Supervisors' Association of California (CSAC) dues in the amount of \$10,302.00 and directed the County Administrative Officer to include this matter in the budget for 1982-83.
7. Received and filed the Primary 1982 Statement of Registration as submitted by the County Clerk/Recorder.
8. Rescinded Minute Order No. 82-127, item 5 and Agreement No. 82-33, as it is superseded by Minute Order No. 82-237, item 22 and Agreement No. 82-75.
9. Approved Transfer of Funds No. 475 in the amount of \$1,000.00 for West Plainfield Fire Protection District.
10. Approved Transfer of Funds No. 500 in the amount of \$200.00 for the Agriculture Department.
11. Approved and authorized the Vice-Chairman to sign Agreement No. 82-132, amending Agreement No. 81-332 with Crestwood Hospitals, Inc. and approved Transfer of Funds No. 494 in the amount of \$4,000.00 as requested by the Department of Mental Health.

BK

FOILED

MAR 26 1982

AGREEMENT NO. 82-34

PETE E. LUCAS, CLERK OF THE BOARD
BY Wanda M. Gannon
DEPUTY

(Master Agreement Regarding Property Tax Revenue Exchange)

THIS AGREEMENT, executed this 23rd day of February, 1982, by and between the CITY OF DAVIS, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"),

W I T N E S S E T H:

RECITALS:

1. Section 99 of the California Revenue and Taxation Code, as amended by Chapter 713 of the Statutes of 1981, requires local agencies to agree to a negotiated exchange of property tax revenues in the case of a jurisdictional change in local agencies, other than a city incorporation or formation of a district. Said section also authorizes the development and adoption of a master property tax transfer agreement.
2. Except as otherwise provided in Revenue and Taxation Code Section 99.1, Section 99 provides that in the event a jurisdictional change affects a service area or service responsibility of one or more special districts, the Board of Supervisors shall negotiate any exchange of property tax revenues on behalf of the special districts.
3. In adopting this agreement, it is the intention of CITY and COUNTY to adopt a master property tax revenue exchange agreement for jurisdictional changes which include annexations of territory to CITY.

AGREEMENTS:

1. For each jurisdictional change which includes an annexation of territory to CITY, there shall be an exchange of property tax revenues from COUNTY to CITY. The exchange of such revenues shall be equal to 47.6% of the

- property tax revenue, including any annual tax increment, which would have been available to COUNTY from the subject territory but for the annexation. Those revenues which would have been available to COUNTY within such territory shall be deemed to include all of the tax rate equivalents which would have been allocated to COUNTY but for the annexation.
2. If the jurisdictional change includes the detachment of territory from a special district and the annexation of such territory to CITY, the "revenues which would have been available to COUNTY", as provided in the preceding paragraph, shall be deemed to include all of the tax rate equivalents which would have been allocated to the special district but for the detachment.
3. If the effective date of any such jurisdictional change is other than July 1 of any given year, the amount of property tax revenues to be allocated to CITY pursuant to Paragraph "1" above shall be in accordance with the following percentages:

<u>EFFECTIVE DATE</u>	<u>PERCENT OF ALLOCATION</u>
July 1 - July 31	100%
August 1 - August 31	83-1/3%
September 1 - September 30	75%
October 1 - October 31	66-2/3%
November 1 - November 30	58-1/3%
December 1 - December 31	50%
January 1 - January 31	41-2/3%
February 1 - February 28 (29)	33-1/3%
March 1 - March 31	25%
April 1 - April 30	16-2/3%
May 1 - May 31	8-1/3%
June 1 - June 30	0%

4. If any jurisdictional change results in an allocation of property tax revenues that is less than 100%, as provided in Paragraph "3" above, the

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exchange of property tax revenues for the following fiscal year shall be 100% of the property tax revenues subject to the exchange as provided in Paragraph "1" above.

5. CITY and COUNTY recognize that some jurisdictional changes may involve certain circumstances that would necessitate an exchange of property tax revenues in amounts different from those provided by this agreement. For this reason, CITY and COUNTY expressly reserve the right to negotiate the exchange of property tax revenues for any particular jurisdictional exchange. In order to exercise this right, either party must give notice to the other party of the need to negotiate. Such notice must be given prior to the issuance of a certificate of filing by the executive officer of the Yolo County Local Agency Formation Commission.
6. Any annual tax increments derived from the territory subject to the annexation shall be allocated to CITY in the same percent as provided in Paragraph "1" above.
7. This agreement shall be applicable to all future jurisdictional changes which include annexations to CITY and for any such pending jurisdictional changes for which property tax revenue exchange agreements have not been adopted.

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1 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
2 the day and year first above written.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY *George P. Davis*

6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK
10 BOARD OF SUPERVISORS

11 BY *Paul M. Cooper*

12 DEPUTY

13 (SEAL)

14 CITY OF DAVIS, a municipal corporation

15 BY *Cecily J. Motley*

16 CECILY J. MOTLEY, Mayor
17 City of Davis

18 ATTEST:

19 BY *Howard L. Reese*

20 HOWARD L. REESE
21 City Clerk

22 (SEAL)

23 The undersigned Deputy Clerk
24 of the Board of Supervisors
25 certifies that pursuant to
26 Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paul M. Cooper
Deputy

AGREEMENT NO. 82-35

MAR - 1 1982

AGREEMENT TO EXCHANGE ATTORNEYS FOR
TRAINING PURPOSES

PETE E. LUCAS, CLERK OF THE BOARD
BY [Signature]
DEPUTY

This agreement is made and entered into by and between the County of Yolo, a political subdivision of the State of California, hereinafter called County, and the State Public Defender's Office, hereinafter called State, to exchange employees for training purposes. The State and County make this agreement pursuant to the provisions of Section 19369 of the Government Code of the State of California and Section 2-6.38.1 Yolo County Code for the detailing of:

YOLO COUNTY EMPLOYEE Greg Roussere
SOCIAL SECURITY NUMBER 565-82-1157
OFFICE ADDRESS: 815 Court Street
 Woodland, CA 95695

and

STATE EMPLOYEE Lisa Short
SOCIAL SECURITY NUMBER 461-04-6412
OFFICE ADDRESS: 455 Capitol Mall, Sacramento, CA

to the Public Defender's Office of the other, under the following terms and conditions:

I. JUSTIFICATION FOR THE EXCHANGE:

This program will be a one to one exchange of attorneys between the Yolo County Public Defender's Office, whose attorneys, with minor exceptions, confine themselves solely to the practice of law on the Municipal or Superior Court trial levels and the California State Public Defender's Office whose attorneys, with minor exceptions, function solely on the Appellate Court level.

It is envisioned that the program will only be available to attorneys who are experienced in the practice of law in their respective offices and that the placements will be in the nature of training and development under the tutelage of experienced attorneys in the office receiving the respective placements.

II. POSITION DATA AND SUPERVISION:

The attorney assigned to Yolo County will receive reasonable orientation and training and will then spend the balance of the six-month exchange period handling a variety of matters in the Superior and Municipal Courts of Yolo County.

The attorney assigned to the California State Public Defender's Office will receive introductory training and orientation concerning appellate procedure and take the responsibility for direct appeals under the supervision of one of the senior attorneys of the California State Public Defender's Office, who will help the attorney define issues and formulate all final briefs.

III. EXPECTED RESULTS OF THE TRAINING AND DEVELOPMENT PROGRAM:

This program is expected to provide the placement attorneys with experience which is unavailable in each attorney's own office, exposure to new ideas and approaches within the criminal law field, and a familiarity with the resources of the exchange office.

Each of the respective offices will benefit from the development of a pool of attorneys with facility in a broader practice of criminal law, and with greater understanding of the functioning of the exchange office. Therefore there should be no overall loss of attorney time during this process.

IV. COSTS, EXPENSES AND FRINGE BENEFITS:

Each jurisdiction will pay its own attorney, who will remain under the control of his or her own jurisdiction for all administrative purposes including vacation, sick leave, health insurance, determining the rate of eligibility for a higher rate of leave accrual and for other benefit purposes. No placement attorney will be allowed vacation time during the placement except as agreed to by the office receiving the placement.

V. SUMMARY OF ASSIGNMENT:

At the completion of this exchange, the placement office will provide the supervisor of the placed attorney with a written summary of the work performed.

VI. APPLICABILITY OF RULES, REGULATIONS AND POLICIES:

The rules and policies of both the Yolo County Public Defender's Office and the California State Public Defender's Office governing standards of conduct shall apply to the employee.

VII. TERM OF CONTRACT:

This contract will commence on March 8, 1982, and will terminate September 3, 1982.

The agreement is subject to termination by either party by a written two week notice.

APPROVED:

CALIFORNIA STATE PUBLIC
DEFENDER

Mark E Cutler

MARK E. CUTLER
Chief Assistant State
Public Defender

(Date) February 16, 1982

YOLO COUNTY PUBLIC
DEFENDER

RH Binsch
by Mary McCurdy

RUDOLF H. BINSCH
Public Defender

(Date) February 16, 1982

Approved:

R. E. Fay
Deputy Director

COUNTY OF YOLO, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA

By *[Signature]*
(Signature)

Chairman of the Board of Supervisors
(Title)

February 23, 1982

(Date)

ATTEST: Pete E. Lucas, Clerk of the
Board of Supervisors

By: *Paula M. Cooper*
Deputy

CONCURRENCE:

This contract is entered into between the State of
California and the County of Yolo with my concurrence.

[Signature]
State Employee

[Signature]
County Employee

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 26103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Deputy

BY *Elizabeth A. Stoltz*
Deputy Clerk of the Board of Supervisors

MEMORANDUM OF UNDERSTANDING
STATE PUBLIC DEFENDER - COUNTY PUBLIC DEFENDER
EXCHANGE PROGRAM

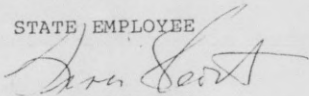
It is expected that the state attorney assigned to the County will handle a full caseload of trial court matters, and that the county attorney assigned to the state will take over the existing caseload of the state attorney.

The state attorney will leave detailed notes as to the status of each of her open cases and will make herself available to consult with the county attorney whenever necessary to assist the county attorney in handling the state attorney's caseload. Similarly, at the conclusion of the exchange period, the county attorney will leave detailed status notes and will make himself available to consult with the state attorney regarding any work performed by the county attorney during the exchange.

In addition to taking over the state attorney's existing caseload, the county attorney will receive new cases at the same rate as a new attorney in the state office would receive cases (approximately two average appeals per month). At the conclusion of the exchange period, the state attorney will resume full responsibility for her caseload, as well as for any new cases that have been assigned to the county attorney. However, if the county attorney desires to continue participating in any of the cases he works on in the state office, and is able to do so without disrupting his own duties on return to the county office, the state attorney will cooperate in allowing such participation.

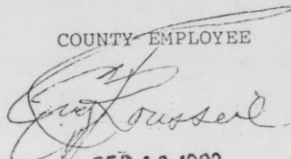
APPROVED:

STATE EMPLOYEE


LISA SHORT

(Date) February 16, 1982

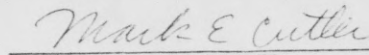
COUNTY EMPLOYEE


GREG ROUSSEL

(Date) FEB 16 1982

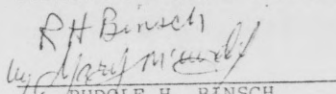
These understandings are agreed to and concurred in by the State and County Public Defender offices.

FOR THE SACRAMENTO OFFICE
OF THE STATE PUBLIC DEFENDER


MARK E. CUTLER
Chief Assistant State
Public Defender

February 16, 1982
(Date)

FOR THE YOLO COUNTY
PUBLIC DEFENDER'S OFFICE


RUDOLF H. BINSCH
Public Defender

February 16, 1982
(Date)

we hereby certify that all conditions for exemption have been complied with under the request and/or amendment in exhibit from the Department of General Services.

we hereby certify that all conditions for exemption have been complied with only this document is exempt from review or approval by the Department of Finance.



CALIFORNIA WORKSITE EDUCATION AND TRAINING PROGRAM PLAN

Submit to:

STATE OF CALIFORNIA - EMPLOYMENT DEVELOPMENT DEPARTMENT
800 CAPITOL MALL, MIC 38, SACRAMENTO, CALIFORNIA 95814

I. APPLICANT

ORGANIZATION FUNDS REQUESTED

Yolo County Manpower Division

NAME AND TITLE

SIGNATURE

DATE

ADDRESS

CITY

STATE

ZIP

PRINCIPAL CONTACT

TELEPHONE

II. PROJECT SUMMARY

PROJECT TITLE

BRIEF DESCRIPTION (25 WORDS OR LESS)

Will upgrade twenty-two seasonal farmworkers' skills--per fiscal year--by combined classroom and worksite experience; will prolong their agricultural employment up to 120 days per year.

PROPOSED PROJECT PERIOD

FROM: 03NOV80

TO: 30SEP82

GEOGRAPHIC AREA SERVED

Yolo County, California

ENTRY LEVEL

FUNDS REQUESTED

N/A

LENGTH OF TRAINING

CLASSROOM

N/A

HRS.

WORKSITE

HRS.

NO. PARTICIPANTS TRAINED

N/A

COST PER PARTICIPANT TRAINED

N/A

NO. EMPLOYED AFTER TRAINING

N/A

POST TRAINING SALARY

N/A

HOURLY RATE

III. PARTICIPATING ORGANIZATIONS

ORGANIZATION

FUNDS REQUESTED

NAME AND TITLE

SIGNATURE

DATE

ADDRESS

CITY

STATE

ZIP

ORGANIZATION

FUNDS REQUESTED

NAME AND TITLE

SIGNATURE

DATE

ADDRESS

CITY

STATE

ZIP

ORGANIZATION

FUNDS REQUESTED

NAME AND TITLE

SIGNATURE

DATE

ADDRESS

CITY

STATE

ZIP

ORGANIZATION

FUNDS REQUESTED

NAME AND TITLE

SIGNATURE

DATE

ADDRESS

CITY

STATE

ZIP

CAREER

FUNDS REQUESTED

\$88,627

LENGTH OF TRAINING

CLASSROOM

664 (110) HRS.

WORKSITE

368 (110) HRS.

NO. PARTICIPANTS TRAINED

22 per year

COST PER PARTICIPANT TRAINED

NO. EMPLOYED AFTER TRAINING

NO. PLANNED ENTRY LEVEL

HRS.

CURRENT SALARY

POST TRAINING SALARY

CITY

STATE

ZIP

HOURLY RATE

HOURLY RATE

VII. PROJECT GOALS, OBJECTIVES AND TASKS

A. Based on the problems and needs you have identified, what is the overall goal(s) of the project?

The goal of this program is to provide twenty-two seasonal farmworkers with upgrade training that will move them up the agricultural career ladder into year-round, permanent, unsubsidized employment, into expanding agricultural or agribusiness related occupations. The goal is to be accomplished through combined classroom training and worksite activities of 664 (622) and 368 (412) hours respectively.

These classroom training and worksite training hours--even though for simplicity, they are reflected as specific times in the proposal--will be completed by the clients during the extent of the program term. Some clients will be involved in worksite training during Christmas vacation, others will during some of the legal holidays, and yet others will extend the worksite training period up to the end of August, 1981 (September, 1982). Each client will accumulate 664 (622) hours of classroom training and 368 (412) hours of worksite training by the termination of the program.

VII. PROJECT AL(S), OBJECTIVES AND TASKS (Continued)

B. List in the following Work Plan, the measurable objectives for the project including the specific activities or tasks to be completed in order to reach objectives. Provide dates of completion for specific tasks. You may attach your own work plan if necessary.

WORK PLAN

OBJECTIVES	SPECIFIC TASKS	COMPLETION DATES
1. From the positive grower responses to the CWETA farmworker's questionnaire, recruit twenty-two farmworkers.	A. Visit all the growers that mailed us positive responses to our questionnaire and obtain actual names from their referrals. B. Interview the clients and assess their interest and commitment to the program. Provide individualized assessment and counseling to determine and insure the appropriateness of the CWETA farmworkers program design/purpose for the participant, and to maximize successful program completion. (Do CWETA VII intake.) C. Develop a career ladder with each grower, as well as a budget sheet (see Section XIII). D. Have each grower sign the proposal (Worksite Agreement).	08SEP80 to 12SEP80 (01SEP81 to 11SEP81) 16OCT80 to 23OCT80 (14SEP81 to 16NOV 81) 08SEP80 to 12SEP80 (15JAN82) 08SEP80 to 12SEP80 (24JAN82)
2. Provide task oriented, carefully designed skills training, securing participants' permanent agricultural employment potential. Students will take 664 (C27) of classroom training (November to March).	A. Yuba College, Woodland Center will provide shop instruction in welding, mechanics, and preventive maintenance; lab and field trip instruction in Agricultural Science; classroom instruction in safety, Math, and English. B. The American Red Cross will provide classroom and lab instruction in Cardiopulmonary Resuscitation (and First Aid).	03NOV80 through 31MAR81 (23NOV81) to (24MAY82) 22DEC80 (21DEC81 to 29DEC81)
3. Provide 368 (116) hours of reimbursable Worksite Training for farmworkers in their new tasks.	A. Growers will provide actual work-site training to farmworkers in welding and mechanics, and new fields of agricultural science for	04FEB81 to MAY81 (05FEB82 to 30MAY82)

VII. PROJECT OBJECTIVES AND TASKS (Continued)

B. List in the following Work Plan, the measurable objectives for the project including the specific activities or tasks to be completed in order to reach objectives. Provide dates of completion for specific tasks. You may attach your own work plan if necessary.

WORK PLAN

OBJECTIVES	SPECIFIC TASKS	COMPLETION DATES
4. Job Placement of 22 farmworkers with their respective growers, or on other related full-time, year-round, unsubsidized employment.	A. Farmworkers should return to work with previous employer through Agricultural Training Specialist's coordination with the grower. B. Other farmworkers who cannot return to employer, will obtain jobs through aggressive job development activities with Yolo County Manpower Division and EDD help.	29MAY81 (20MAY82) 29JUN81 (30JUN82)
5. Ongoing coordination between all cooperating agencies will exist throughout the program planning, implementation, and evaluation.	A. AMOC Meetings B. YCVELC Meetings C. Individual Interagency Meetings	Sept. 1980 Planning only. Ongoing Ongoing
6. Modify and repeat program for 1981-1982 season with 22 new grower referral clients, and with CWETA's support (omit CWETA's support for 82-83).	A. Obtain letter of "intent to fund" from CWETA, provided that we fulfill CWETA funding obligations, for a one year extension of CWETA funding (omit). B. Repeat grower referral and input solicitation.	31JAN81 (omit) 31JUL81 (31JUL82)
7. Obtain three independent bids for program evaluation (omit).	A. Obtain three independent bids in the area (omit). B. Ask CWETA for suggestions of independent evaluators (omit).	After program approval (omit)

VIII. TRAINING PLAN (continued)

They will, for the most part, still continue to do their regular duties during the active agricultural season. These farmworkers are prolonging their employment season rather than creating a vacuum that others can fill. Training will extend the normal work period from 30 to 120 days per year. Because no job vacancies are created, backfilling provisions are inapplicable. Growers are committed to prolonging the workers' agricultural season or upgrading their salaries, or both.

C. Method for Training: Short-Term Classroom Instruction and Worksite Training

i. Classroom Instruction

Training will begin November 3, 1980 (*November 23, 1981*) and will end March 31, 1981 (*March 23, 1982*).

A description for the classroom training for the seven courses in this program follows. The actual curriculum was developed by using grower input from the questionnaire aforementioned in section V.A (see attachment #2).

Strict attendance and punctuality will be heavily stressed, and a strictly academic agenda will be prepared and followed.

Course Outlines

1. Welding and Farm Repair Fabrication

FY 80-81: Total Hours Classroom Activity: 170
Timeline: November 3, 1980 - March 30, 1981

FY 81-82: Total Hours Classroom Activity: 148
Timeline: November 23, 1981 - March 24, 1982

Contents

Safety; transporting equipment; turning equipment on and off; adjusting equipment; oxyacetylene welding and cutting; hard-facing; out-of-position welding; ARC welding; MIG and TIG welding; butt, fillet, tee and lap joints; penetration; AC and DC currents; welding rods; arc blow; farm repair and fabrication problems.

Other

This is an ADA generating class run by Yuba College (*omit "ADA generating"*). The class will be held in the Woodland Center, Alice Street Shop.

VIII. TRAINING PLAN (continued)

2. Mechanics and Preventive Maintenance

FY 80-81: Total Hours Classroom Activity: 158
Timeline: November 4, 1980 - March 31, 1981

FY 81-82: Total Hours Classroom Activity: 144
Timeline: November 24, 1981 - March 24, 1982

Contents

Safety; engine intake and exhaust systems; engine fuel systems; engine lubricating systems; engine cooling systems; engine electrical systems; power trains; hydraulic systems; other components such as grease fittings and tires; tune-up and storage; trouble shooting; basic engine. (Emphasis will be on Preventive Maintenance.)

Other

This is an ADA generating class run by Yuba College (omit "ADA generating"). The class will be held in the Woodland Center, Alice Street Shop.

3. English and ESL

FY 80-81: Total Hours Classroom Activity: 141
Timeline: November 3, 1980 - March 30, 1981

FY 81-82: Total Hours Classroom Activity: 133
Timeline: November 23, 1981 - March 24, 1982

Content

Defense Language Institute ESL; directions and commands for tractor operation; vocabulary; parts of the tractor; pronunciation of single vowels and consonants, using words related to tractors, farm work, and rural life; sentence patterns; subject + verb + direct object + prepositional phrase; sentence patterns; subject + two word verb + direct object + prepositional phrase; verb tenses; question and positive answer; question and negative answer; other interrogative forms; reading skills; writing skills.

Other

This an ADA generating class run by Yuba College. The class will be held in the Woodland Center on California Street.

VIII. TRAINING PLAN (continued)

4. Mathematics

FY 80-81: Total Hours Classroom Activity: 57
Timeline: November 4, 1980 - March 31, 1981

FY 81-82: Total Hours Classroom Activity: 48
Timeline: November 24, 1981 - March 25, 1982

Contents

Addition, subtraction, multiplication and division of whole numbers; addition, subtraction, multiplication and division of decimal fractions; addition, subtraction, multiplication and division of fractions; percentages; conversions between decimals, fractions, and percents; weights, measures, ratios and proportions; solving equations for one variable; agricultural problem solving; consumer education.

Other

This will be an ADA generating class run by Yuba College. The class will be held in Woodland Center on California Street.

5. Agricultural Science Lab

FY 80-81: Total Hours Classroom Activity: 64
Timeline: November 6, 1980 - March 26, 1981

FY 81-82: Total Hours Classroom Activity: 48
Timeline: November 24, 1981 - March 27, 1982

Contents

Basic plant science and propagation; farm pesticide and liquid fertilizer safety; chemical application and calibration; surveying; irrigation principles and practices; weed and insect identification; safety of farm machinery operation; seed type selection; planting dates; general farm safety.

Other

This will be an ADA generating class run by Yuba College. The class will be conducted through field trips and laboratory experience.

VIII. TRAINING PLAN (continued)

6. Review and Group Discussion

FY 80-81: Total Hours Classroom Activity: 66
Timeline: November 3, 1980 - March 31, 1981

FY 81-82: Total Hours Classroom Activity: 73
Timeline: November 23, 1981 - March 28, 1982

Contents

Review of course contents; understanding and using a measuring tape; safety slides, films, and presentation by UCD Farm Safety Specialist; continual emphasis on job safety, presentation of highway safety and operation laws for agricultural equipment by a representative from the Department of Motor Vehicles.

Other

This class is conducted by the CWETA-paid Prime Sponsor staff at no additional cost to CWETA.

7. Cardiopulmonary Resuscitation (and First Aid)

FY 80-81: Total Hours Classroom Activity: 8
Timeline: December 22, 1980

FY 81-82: Total Hours Classroom Activity: 40
Timeline: December 21-23, 28, and 29, 1981

Contents

Principles and practices of cardiopulmonary resuscitation including artificial respiration and heart massage. (First aid for injuries, shock, poisoning, burns, internal injuries, animal bites and infections; artificial respiration; rescue and transport; immobilization of the injured; first aid for heat exhaustion and heat stroke.)

Other

FY 80-81: This is a free course offered by the American Red Cross.

FY 81-82: These courses are offered by the American Red Cross, and conducted by the CWETA-paid Prime Sponsor staff at no additional cost to CWETA.

TOTAL HOURS CLASSROOM EXPERIENCE: 664 (627)

VIII. TRAINING PLAN (continued)

ii. Worksite Training

Clients will work on their employer's shop utilizing their newly developed skills in welding and mechanics. Worksite training will begin during the second semester, every Friday, and will continue after classroom instruction ends, up to August 1981 (September 1982) (see attachment #3 for individual grower's specific worksite training program).

TOTAL HOURS WORKSITE TRAINING: 368 (416)

Flow Chart

Employed ----> Classroom Training ----> Classroom Training and ---->
Worksite Training

Worksite Training Alone----> Upgraded Unsubsidized Employment

D. Career Opportunities

A career ladder was provided by each employer in the CWETA farmworkers' program (see attachment #3).

FIRST AND SECOND SEMESTERS

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 a.m.	W	M	W	M	M
	E	E	E	E	E
9:00 a.m.	L	C	L	C	C
	D	H	D	H	H
10:00 a.m.	I	A	I	A	A
	N	N	N	N	N
11:00 a.m.	G	I	G	I	I
		C		C	C
		S		S	S
12:00 p.m.	"LUNCH"				
1:00 p.m.	REVIEW	S	REVIEW	M	REVIEW
	—	A	—	A	—
2:00 p.m.	E.*	G	E.*		E.
		R			
3:00 p.m.	S.	I	S.	T	S.
		C			
4:00 p.m.	L.	E	L.	H	L.
5:00 p.m.		REVIEW		REVIEW	

*English as a second language

nh

5/29/79

CPR

	22DEC80	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 a.m.						
		C				
9:00 a.m.		A				
		R				
10:00 a.m.		D				
		I				
		O R				
11:00 a.m.		P E				
		U S				
		L U		"LUNCH"		
12:00 p.m.						
1:00 p.m.		M S				
		O C				
2:00 p.m.		N I				
		A T				
		R A				
3:00 p.m.		Y T				
		I				
4:00 p.m.		O				
		N				
5:00 p.m.						

nh

5/24/79

XII.
PROJECT OPERATING PLAN

CCC No. 8100-0762

AGREEMENT NUMBER/MODIFICATION NUMBER

Page 1 of 3 Pages

November 23 1980 to September 30 1982

Project Period

November 3 1980 to June 30 1981

Plan Period on this Page

Planned Participant Information Cumulative	<u>July-September 19<u>80</u></u>			<u>October-December 19<u>80</u></u>			<u>January-March 19<u>81</u></u>			<u>April-June 19<u>81</u></u>		
	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total
1. Total Enrollments	0	0	0	0	22	22	0	22	22	0	22	22
2. Total Terminations	0	0	0	0	0	0	0	6	6	0	20	20
3. Employed or Upgraded	0	0	0	0	0	0	0	3	3	16	16	16
4. Total Remaining (Net)	N/A	0	0	N/A	22	22	N/A	16	16	N/A	2	2

Planned Expenditures Cumulative	<u>July-September 19<u>80</u></u>			<u>October-December 19<u>80</u></u>			<u>January-March 19<u>81</u></u>			<u>April-June 19<u>81</u></u>		
	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total
TOTAL FUNDS	0	0	0	0	4,758	4,758	0	18,095	18,095	0	30,000	30,000

*From Budget Summary line 6, Column C.

XII.
PROJECT OPERATING PLAN

CCC No. 8100-0762
AGREEMENT NUMBER/MODIFICATION NUMBER

Page 2 of 3 Pages

November 23 1980 to September 30 1982
Project Period

July 3 1980 to June 30 1982
Plan Period on this Page

Planned Participant Information (Cumulative)	July-September 1981			October-December 1981			January-March 1982			April-June 1982		
	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total
1. Total Enrollments	0	22	22		44	44	0	44	44	0	44	44
2. Total Terminations	0	22	22		22	22	0	28	28	0	42	42
3. Employed or Upgraded	0	18	18		18	18	0	21	21	0	34	34
4. Total Remaining	N/A	0	0		22	22	N/A	16	16	N/A	2	2

Planned Expenditures (Cumulative)	July-September 1981			October-December 1981			January-March 1982			April-June 1982		
	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total
TOTAL FUNDS*	0	33,000	33,000	0	33,000	33,000	0	69,000	69,000	0	85,000	85,000

*From Budget Summary line 6, Column C.

XII.
PROJECT OPERATING PLAN

CCC No. 8100-0762-Mod 2
AGREEMENT NUMBER/MODIFICATION NUMBER

Page 3 of 3 Pages

November 23 19 80 to September 30 19 82
Project Period
July 01 19 82 to August 31 19 82
Plan Period on this Page

A.

Planned Participant Information (Cumulative)	July-September 19 <u>82</u>			October-December 19 ____			January-March 19 ____			April-June 19 ____		
	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total
1. Total Enrollments	0	44	44									
2. Total Terminations	0	44	44									
a. Employed or Upgraded	0	36	36									
3. Total Remaining (1-2)	N/A	0	0									

B.

Planned Expenditures (Cumulative)	July-September 19 <u>82</u>			October-December 19 ____			January-March 19 ____			April-June 19 ____		
	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total	Entry	Career	Total
TOTAL FUNDS*	0	88,627	88,627									

*From Budget Summary line 6, Column C.

= ADMINISTRATIVE OR ACADEMIC HOLIDAY

WT = WORKSITE TRAINING MONTHS

1980

1980 1987		1980 1987		1980 1987		1980 1987	
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10
11	11	11	11	11	11	11	11
12	12	12	12	12	12	12	12
13	13	13	13	13	13	13	13
14	14	14	14	14	14	14	14
15	15	15	15	15	15	15	15
16	16	16	16	16	16	16	16
17	17	17	17	17	17	17	17
18	18	18	18	18	18	18	18
19	19	19	19	19	19	19	19
20	20	20	20	20	20	20	20
21	21	21	21	21	21	21	21
22	22	22	22	22	22	22	22
23	23	23	23	23	23	23	23
24	24	24	24	24	24	24	24
25	25	25	25	25	25	25	25
26	26	26	26	26	26	26	26
27	27	27	27	27	27	27	27
28	28	28	28	28	28	28	28
29	29	29	29	29	29	29	29
30	30	30	30	30	30	30	30
31	31	31	31	31	31	31	31
32	32	32	32	32	32	32	32
33	33	33	33	33	33	33	33
34	34	34	34	34	34	34	34
35	35	35	35	35	35	35	35
36	36	36	36	36	36	36	36
37	37	37	37	37	37	37	37
38	38	38	38	38	38	38	38
39	39	39	39	39	39	39	39
40	40	40	40	40	40	40	40
41	41	41	41	41	41	41	41
42	42	42	42	42	42	42	42
43	43	43	43	43	43	43	43
44	44	44	44	44	44	44	44
45	45	45	45	45	45	45	45
46	46	46	46	46	46	46	46
47	47	47	47	47	47	47	47
48	48	48	48	48	48	48	48
49	49	49	49	49	49	49	49
50	50	50	50	50	50	50	50
51	51	51	51	51	51	51	51
52	52	52	52	52	52	52	52
53	53	53	53	53	53	53	53
54	54	54	54	54	54	54	54
55	55	55	55	55	55	55	55
56	56	56	56	56	56	56	56
57	57	57	57	57	57	57	57
58	58	58	58	58	58	58	58
59	59	59	59	59	59	59	59
60	60	60	60	60	60	60	60
61	61	61	61	61	61	61	61
62	62	62	62	62	62	62	62
63	63	63	63	63	63	63	63
64	64	64	64	64	64	64	64

1981

JANUARY JANUO	FEBRUARY FEBRUO	MARCH MARCHO	APRIL APRILIO
MAY MAYO	JUNE JUNIO	JULY JULIO	AUGUST AUGUSTO
SEPTEMBER SEPTIEMBR	OCTOBER OCTUBRE	NOVEMBER NOVIEMBR	DECEMBER DECEMBRE

1982

FILED

AGREEMENT NO. 82-37

Book

MAY 14 1982

AGREEMENT FOR SERVICES IN CONNECTION WITH THE
YOLO COUNTY CENTRAL LANDFILL DISPOSAL SITEFILED, LOCAL, CLERK OF THE SUPERIOR COURT
BY *[Signature]*

THIS AGREEMENT, entered into on the 23rd day of February, 1982, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "COUNTY", and SEQUOIA SOLID WASTE SYSTEMS, hereinafter called "CONTRACTOR";

W I T N E S S E T H:

WHEREAS, COUNTY is authorized by §25820 et. seq. of the Government Code of the State of California to acquire, operate, and maintain facilities for the disposal of refuse; and

WHEREAS, COUNTY is the owner of that facility known as the CENTRAL LANDFILL DISPOSAL SITE, said facility being for the disposal of refuse by collectors and members of the public, and it is necessary and desirable that provision be made for the performance of services necessary in connection with the maintaining, operation and closing of the said CENTRAL LANDFILL DISPOSAL SITE of COUNTY and for the supervision of the disposal of refuse by members of the public at said site; and

WHEREAS, it is necessary and desirable that an agreement be entered into between COUNTY and CONTRACTOR for the performance of said services by CONTRACTOR for and on behalf of COUNTY;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO, as follows:

1. LENGTH AND TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of seven (7) years from the date of this contract, or until said site is filled, whichever occurs first provided, however, that this Agreement may be extended from month

1 to month after termination of this contract, by mutual agreement,
2 and further provided that either party may terminate this Agreement
3 at any time by giving written notice to the other party at least
4 ninety (90) days in advance of the effective date of such termin-
5 ation. Termination of this Agreement in the manner herein provided
6 shall be effective for all purposes except as to obligations
7 accrued prior to the effective date thereof.

8 2. COMMENCEMENT. CONTRACTOR shall be prepared to begin
9 receiving refuse for handling under the terms of this contract on
10 July 15, 1982. An operating plan shall be submitted and approved
11 a sufficient amount of time in advance of that date to permit site
12 preparation and excavation prior to that date.

13 3. LATE COMMENCEMENT. In the event that COUNTY is unable for
14 any reason to receive refuse under this contract on or before
15 July 15, 1982, this contract will not terminate but the commencement
16 date thereof will be postponed, until said site can receive refuse.
17 COUNTY shall notify CONTRACTOR at least ten (10) days in advance of
18 the date upon which said site is able to receive refuse, which date
19 shall then become the commencement date of this agreement.

20 4. SERVICE BY CONTRACTOR. In consideration of payments by
21 COUNTY to CONTRACTOR, as hereinafter provided, CONTRACTOR agrees to
22 perform all services necessary for the maintaining, operation, and
23 closing of the CENTRAL LANDFILL DISPOSAL SITE of COUNTY and for the
24 supervision of the disposal of refuse by collectors and members of
25 the public at said site in accordance with specifications entitled,
26 "Operation and Maintenance of Yolo County Central Landfill Disposal
Site" dated September 29, 1981. CONTRACTOR shall also comply with
all of the requirements of the Yolo-Solano Air Pollution Control
District, the Regional Water Quality Control Board, the State Solid

1 Waste Management Board, and the Department of Public Health of the
2 County of Yolo, and with all laws, rules, and regulations which
3 may be applicable thereto.

4 5. FACILITIES AND SERVICES FURNISHED BY COUNTY. It is ex-
5 pressly understood that COUNTY shall perform those activities re-
6 quired to be performed by COUNTY under said specifications above
7 referred to, and shall provide facilities and space as set forth
8 therein. All other costs of operating and maintaining the site
9 in accordance with the aforesaid specifications shall be borne by
10 CONTRACTOR at his own expense.

11 6. INSURANCE. CONTRACTOR agrees to furnish and keep in full
12 force and effect at all times during the life of this Agreement
13 public liability and property damage insurance covering injuries
14 to persons and property arising by reason of the operation of the
15 site by CONTRACTOR pursuant to this Agreement in the amount of
16 TWO MILLION DOLLARS (\$2,000,000) for combined Public Liability
17 Bodily Injury and Property Damage, and TWO MILLION DOLLARS
18 (\$2,000,000) for combined Automobile and Truck Public Liability,
19 Bodily Injury and Property Damage for each accident or injury,
20 which insurance policies shall name County as co-insured there-
21 under.

22 Certificates evidencing such insurance shall be filed by
23 CONTRACTOR with COUNTY prior to the commencement of services by
24 CONTRACTOR under this Agreement, and said certificates shall
25 specifically provide at least sixty (60) days prior written
26 notice to COUNTY

27 7. EFFECT OF NONCOMPLIANCE BY CONTRACTOR. It is expressly
28 understood that this Agreement may be terminated by COUNTY at any
time if CONTRACTOR fails to comply with any of the terms and con-
ditions of this Agreement and the specifications by COUNTY's giving

1 written notice of such termination to CONTRACTOR at least ninety
2 (90) days in advance of the effective date of such termination.

3
4 8. PAYMENTS BY COUNTY. In consideration of the furnishing
5 by CONTRACTOR of the services necessary for the managing, maintain-
6 ing, and operation, and closing of the disposal facility as
7 prescribed in the aforesaid specifications, COUNTY agrees to pay to
8 CONTRACTOR the larger of:

- 9 1. The price bid per ton multiplied by the total
10 number of tons placed, compacted, and covered
11 during the month, plus five percent (5%) of the
12 amount so determined by weight slips, or
- 13 2. A minimum sum of TEN THOUSAND DOLLARS (\$10,000.00)
14 per month.

15 The sum is payable on the fifteenth (15th) day of each
16 succeeding month, commencing from the date of starting work pursuant
17 to the contract. The minimum sum for partial months, if any, shall
18 be prorated.

19 The bid price per ton payable to the CONTRACTOR for the
20 third and subsequent years of the term hereof may be adjusted to
21 reflect changes in the cost of operation.

22 The amount of any adjustment will be based on the actual
23 change in operating costs per ton as determined by cost records
24 submitted by CONTRACTOR. The maximum allowable adjustment in any
25 year shall not exceed sixty-five percent (65%) of the percentage
26 change in the Consumer Price Index published for that year by the
U.S. Department of Labor, Bureau of Labor Statistics for the Yolo
County area.

COUNTY may request an independent audit to confirm CONTRACTOR's operating costs. Any such audit will be performed by an auditor selected by COUNTY who will also be responsible for the cost of the audit.

The amount of any adjustment for the second year will be equal to sixty-five percent (65%) of the percentage change in the Consumer Price Index for the first year of the contract.

It is expressly understood that each monthly payment herein provided for is for and in consideration of the furnishing by CONTRACTOR for the services herein provided for during the preceding month and that the work shall include the on-site excavation of cover material as part of the landfill operation.

9. NOT CONTRACT OF EMPLOYMENT. It is understood and agreed that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between COUNTY and CONTRACTOR or between COUNTY and any assistant and/or employees of CONTRACTOR. CONTRACTOR shall at all times be deemed to be an independent contractor. CONTRACTOR is not authorized to bind the COUNTY to any contracts or other obligations. COUNTY shall not be liable for any acts of CONTRACTOR or his assistants or employees for the managing, maintaining, operation, and closing of the site. CONTRACTOR's right to operate, and close the site shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations, and conditions herein contained on his part are strictly and promptly complied with.

10. ALL WORK OF CONTRACTOR IS SUBJECT TO SUPERVISION OF THE DIRECTOR OF PUBLIC WORKS. It is expressly understood that should CONTRACTOR fail to comply with the conditions and terms herein, COUNTY may withhold monies due or monies to become due until

CONTRACTOR so complies. If it is necessary for COUNTY to perform services required of CONTRACTOR by his contract, cost of said services shall be deducted from monies due or to become due to CONTRACTOR.

11. WORKER'S COMPENSATION. Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. LITIGATION. CONTRACTOR shall indemnify and save the COUNTY, its agents, officers and employees harmless from and against all loss, cost, liability, damage, expenses, injury and claims of any kind arising from or in connection with any litigation seeking to invalidate this agreement or the proceedings leading to the execution of this agreement both for the recovery of any sums paid by COUNTY pursuant to this agreement, including but not limited to the action pending in the Yolo County Superior Court entitled J. Disposal, a Partnership v. Sequoia Solid Waste Systems, a Partnership, et al., No. 45289.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST

PETE E. LUCAS, Clerk of
the Board of Supervisors

By _____
Deputy

Approved as to Form:

County Counsel

COUNTY OF YOLO, a Political Subdivision
of the State of California

Chairman of the Board of Supervisors

CONTRACTOR

Date: 4/26/82

Don C. Walter
Sequoia Solid Waste Systems

FILED

MAR - 1 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY: James M. Legner
DEPUTY

AGREEMENT NO. 82-38

(Agreement for the Lease of Real Property)

THIS AGREEMENT, made and entered into this 23rd day of February, 1982, by and between Logue Shopping Center Investments, hereinafter referred to as LANDLORD and the County of Yolo, a political subdivision of the State of California, hereinafter referred to as TENANT,

WITNESSETH:

RECITALS:

1. LANDLORD is the owner of certain real property commonly known as 770 Dead Cat Alley, Woodland, California, and more particularly described as follows:

<u>AREA</u>	<u>Square Feet</u>
Basement Level:	
Suite 8	1,230
1st Floor:	
721 Main Street	1,924
2nd Floor:	
Office Nos. 213, 214, 217, 218, 220, 221, 222, 223 224, 226, 228, 231 and 232	2,206
3rd Floor:	
Suite 310	1,918
TOTAL	7, 278

This real property shall hereinafter be referred to as the leased property.

2. TENANT desires to lease the leased premises from the LANDLORD for a period of years.

1 AGREEMENTS:

2 1. Leased Property. LANDLORD leases to TENANT and TENANT leases from
3 LANDLORD that certain real property described in Paragraph 1 of Recitals
4 above.

5 2. Access. TENANT shall have full and unimpaired access to the leased
6 property at all times.

7 3. Common Areas. TENANT shall have full and unimpaired access to all common
8 areas of the property on which the leased property is located. Common
9 areas include, without limitation, pedestrian walkways and patios,
10 landscaped areas, sidewalks, service corridors, restrooms, stairways,
11 decorative walls, plazas, malls, throughways, loading areas, parking
12 areas, and roads. TENANT's right of access to said common areas shall be
13 non-exclusive and shall be shared with the other tenants, if any, of
14 LANDLORD. TENANT, its employees and business invitees, including the
15 general public, shall have the right, on a non-exclusive basis, to use
16 all parking areas on the property on which the leased property is
17 located. LANDLORD shall maintain the common areas in good condition at
18 all times. LANDLORD shall have the right to establish and enforce
19 reasonable rules and regulations applicable to all tenants concerning the
20 maintenance, management, use and operation of the common areas. The cost
21 of maintenance of the common areas shall be borne solely by LANDLORD and
22 TENANT shall not be required to pay to LANDLORD any sum for the
23 maintenance of the common areas, except that sum which is enumerated in
24 Paragraph 6 of this lease.

25 4. Term. The term of this lease shall be seven (7) months and shall commence
26 on March 1, 1982, and shall expire on August 31, 1982.

1 5. Late Delivery. If LANDLORD is unable to deliver possession of the leased
2 premises on or before the date specified for the commencement of the term
3 of this lease, TENANT may, at its option, avoid and annul this lease,
4 or, may permit LANDLORD a reasonable time in which to deliver possession
5 of the leased premises to TENANT. In the event that TENANT choses not to
6 void this lease, but rather to permit LANDLORD to deliver the premises to
7 TENANT after the commencement date of this lease, the rent payable by
8 TENANT to LANDLORD under the terms of this lease shall abate in full for
9 the period of time during which TENANT is not in occupancy of the leased
10 property. Any delay in occupancy under the terms of this paragraph shall
11 not extend the termination date of the lease, but rather the lease shall
12 terminate as provided in Paragraph 4.

13 6. Rent. The rent for the leased property shall be Five Thousand Five
14 Hundred Dollars (\$5,500.00) per month.

15 Said rent shall be due and payable on the first of each month and shall
16 be paid by check or warrant to LANDLORD at the address in Paragraph 22.

17 7. Condition of Premises. LANDLORD covenants that on the commencement of the
18 term of the lease, the leased premises shall be in good condition. TENANT
19 taking possession of the premises on commencement of the term shall
20 constitute TENANT's acknowledgement that the property is in good
21 condition, except as to latent defects of which TENANT has no actual or
22 constructive knowledge.

23 8. Other Payments. The rent obligations set forth in Paragraph 6 above shall
24 be TENANT's sole monetary obligation to LANDLORD.

25 9. Use of Leased Property. TENANT shall use the premises for the purpose of
26 a law library, a superior court, and other County offices and for no

- 1 other use without LANDLORD's written consent. TENANT shall not use the
2 premises in any manner that will constitute waste, nuisance or
3 unreasonable annoyance to owners or occupants of adjacent property or
4 other tenants on the property in which the leased property is located.
5 TENANT shall not use the premises for sleeping, washing clothes, cooking
6 or the preparation, manufacture or mixing of any thing that might emit
7 any odor or objectionable noises or lights onto adjacent properties or
8 into the property in which the leased property is located.
- 9 10. Maintenance by Landlord. LANDLORD, at its sole cost, shall maintain in
10 good condition the following:
- 11 A. The structural parts of the building and other improvements that are
12 a part of the leased property, which structural parts include the
13 foundation, bearing and exterior walls (excluding glass and doors),
14 subflooring and roof;
 - 15 B. The unexposed electrical, plumbing and sewage systems, including,
16 without limitation, those portions of the system lying outside the
17 leased property;
 - 18 C. Window frames, gutters and downspouts on the building and other
19 improvements that are a part of the leased property;
 - 20 D. Heating, ventilating and air conditioning systems servicing the
21 leased property;
 - 22 E. Landscaping;
 - 23 F. Parking areas, including resurfacing and restriping as necessary.
- 24 11. Default of Landlord. In the event that LANDLORD shall be in default of
25 any obligation under this lease, TENANT shall give written notice to
26 LANDLORD that he has defaulted on his obligation. LANDLORD shall have

thirty (30) days after notice from TENANT to commence to perform its obligations under this lease, except that LANDLORD shall perform its obligations immediately if the nature of the problem presents a hazard or emergency. If LANDLORD does not perform its obligations within the time limits in this paragraph, TENANT may perform the obligations itself and shall have the right to be reimbursed for the sum it actually expends in the performance of LANDLORD's obligation. If LANDLORD does not reimburse TENANT within ten (10) days after demand of TENANT, TENANT shall have the right to withhold from future rent due the sum TENANT has expended until TENANT is reimbursed in full. In addition, TENANT is entitled to a partial abatement of rent equal to the reduced value of the leased premises during the time in which LANDLORD's default exceeds the time limits in this paragraph.

12. Maintenance by Tenant. TENANT, at its sole cost, shall maintain in good condition the interior of the leased property, including, without limitation, all TENANT's personal property, signs, storefronts, plate-glass and interior and exterior windows. TENANT shall provide its own janitorial services.

13. Alterations. TENANT shall not make any structural or exterior alterations to the leased property without LANDLORD's written consent. TENANT, at its sole cost, shall have the right to make, without LANDLORD's written consent, non-structural alterations to the interior of the leased property that TENANT requires in order to conduct its business on the property. In making any alterations that TENANT has a right to make, TENANT shall supply LANDLORD with reasonably detailed final plans and specifications of the proposed alteration and the name of its contractor,

1 if any, at least ten (10) days before the date it intends to commence the
2 alterations. Upon the expiration of this lease, at LANDLORD's option,
3 TENANT shall either remove the alterations and restore the leased
4 property to its original condition or leave the alterations on the
5 premises for the use of LANDLORD.

6 A. Exhibit "A" attached hereto describes the alteration, to be
7 completed by COUNTY, necessary to accommodate the needs of the
8 Superior Court function. LANDLORD agrees that this work be completed
9 by the COUNTY prior to March 1, 1982.

10 14. Utilities. LANDLORD shall make all arrangements for and pay for all
11 utilities and services furnished to or used by TENANT, including, without
12 limitation, gas, electricity, water and trash collection and for all
13 connection charges. Such utilities and services shall be furnished to the
14 leased property at all times during the term from 7:00 a.m. to 9:00 p.m.
15 on all normal business days of TENANT.

16 15. Indemnity. TENANT shall indemnify, defend, and hold harmless LANDLORD,
17 his agents or employees, from and against all claims, demands, losses,
18 damage, liability, cost and expenses, including court costs and counsel
19 fees accruing or resulting to any person, firm, or corporation who may be
20 injured by the acts or omissions of TENANT, its officers, employees, or
21 agents in their use and occupancy of the leased property. LANDLORD shall
22 indemnify, defend, and hold harmless TENANT, its officers, employees, and
23 agents from and against all claims, demands, losses, damages, liability,
24 cost and expense, including court costs and counsel fees accruing or
25 resulting to any person, firm, or corporation who may be injured by any
26 acts or omissions of LANDLORD, his agents or employees in connection with

1 the leased property or the property on which the leased property is
2 located.

3 16. Insurance. TENANT is self-insured for liability through the Yolo County
4 Risk Management Insurance Authority, a joint powers agency.

5 LANDLORD shall, at its sole cost, maintain on the building and other
6 improvements that are a part of the leased property, a policy of standard
7 fire and extended coverage insurance, with vandalism and malicious
8 mischief endorsement, to the extent of the full value of the leased
9 premises.

10 17. Destruction. If, during the term of this lease, the leased property is
11 totally or partially destroyed from any cause, rendering the leased
12 property totally or partially inaccessible or unusable, LANDLORD shall
13 restore the leased property to substantially the same condition as it was
14 immediately prior to the destruction. LANDLORD shall use due diligence in
15 achieving such restoration. If restoration of the leased property is not
16 made within ninety (90) days, TENANT may, at its option, terminate this
17 lease. In the event of a partial or total destruction of the leased
18 property, TENANT shall be entitled to an abatement of rent during the
19 period during which the leased property is partially or totally
20 inaccessible or unusable. The amount of the abatement shall be the sum
21 that bears the same proportion to the same total rent payable as the
22 portion of the leased premises which is inaccessible or unusable bears to
23 the totality of the leased property.

24 18. Condemnation. If the leased property is totally taken by condemnation,
25 this lease shall terminate on the date of taking. If the leased property
26 is partially taken by condemnation, this lease shall continue in full

1 force and effect, except that TENANT shall be entitled to a partial
2 abatement of the rent in the amount which bears the same proportion to
3 the total rent as the amount of the leased property which was taken bears
4 to the totality of the leased property.

5 19. Assignment. TENANT shall not assign or incumber its interest in the
6 leased property without the written consent of LANDLORD. A change in the
7 department of TENANT which is the primary occupant and user of the leased
8 property shall not constitute an assignment.

9 20. Default of Tenant. The occurrence of either of the following shall
10 constitute a default by TENANT:

11 A. Failure to pay rent when due, if the failure to pay continues for
12 five (5) days after notice has been given to TENANT;

13 B. Failure by TENANT to perform any other provision of this lease if
14 the failure to perform is not cured within thirty (30) days after
15 notice has been given to TENANT. If the default cannot reasonably be
16 cured within thirty (30) days, TENANT shall not be in default of
17 this lease if TENANT commences to cure default within the thirty
18 (30) day period and diligently and in good faith continues to cure
19 the default. Notices given under this paragraph shall specify the
20 alleged default and applicable lease provisions and shall demand
21 that TENANT perform the provisions of this lease or pay the rent
22 that is in arrears, as the case may be, within the applicable period
23 of time or quit the premises. No such notice shall be deemed a
24 forfeiture or a termination of this lease unless the LANDLORD so
25 elects in the notice.

26 21. Entry Onto Premises. LANDLORD and its authorized representatives shall

- 1 have the right to enter the leased property at all reasonable times and
2 upon reasonable notice for any of the following purposes:
- 3 A. To determine whether the property is in good condition and whether
4 TENANT is complying with its obligations under this lease;
 - 5 B. To do any necessary maintenance and to make any restoration of the
6 leased property which the LANDLORD has the right or obligation to
7 perform;
 - 8 C. To serve, post or keep posted any notices required or permitted
9 under the provisions of this lease;
 - 10 D. To post "for sale" signs at any time during the term of this lease
11 and to show the premises to prospective brokers, agents, buyers, or
12 persons interested in an exchange;
 - 13 E. To post "for rent" or "for lease" signs or to show the leased
14 property to any prospective tenants during the last thirty (30) days
15 of the term of this lease or during any period in which TENANT is in
16 default;
 - 17 F. To shore the foundations, footings, and walls of the leased property
18 and to erect scaffolding and protective barriers around and about
19 the premises, but not so as to prevent entry to the premises and to
20 do any other act or thing necessary for the safety or preservation
21 of police property.
- 22 22. Notice. Any notice, demand, request, consent, approval or communication
23 that either party desires or is required to give the other party shall be
24 in writing and either served personally or sent by prepaid, first class
25 mail. Any such writing shall be addressed as follows:

26 / / /

1 TENANT:

2 Clerk of the Board of Supervisors
3 725 Court Street, Room 104
4 Woodland, CA 95695

5 LANDLORD:

6 Logue Shopping Center Investments
7 770 Dead Cat Alley, #201
8 Woodland, CA 95695

9 Either party may change its address by notifying the other party in
10 writing of the change of address.

11 23. Waiver. No delay or omission in the exercise of any right or remedy of
12 either party shall impair the exercise of such right or be construed as a
13 waiver, except that the acceptance of delinquent rent shall be construed
14 as a waiver of said default by TENANT. Any waiver or consent permitted or
15 required by this lease shall be in writing and shall not be construed as
16 a waiver of or consent to any other act or omission by the other party.

17 24. Assignment. This lease shall be binding on the successors and permitted
18 assigns of both parties to this lease.

19 25. Attorney's Fees. If either party commences an action against the other
20 party arising out of or in connection with this lease, the prevailing
21 party shall be entitled to have and recover from the losing party
22 reasonable attorney's fees and costs of suit. Commencing an action
23 against the other party includes the filing and service of a
24 cross-complaint by one party against the other, where the suit was
25 originally commenced by a third party against either party to this lease.

26 26. Consent. Wherever consent or approval of either party is required, that
party shall not unreasonably withhold such consent or approval.

27. Time. Time is of the essence of this agreement.

1 28. Vacation/Termination. Within ten (10) days after the termination of the
2 term of this lease, TENANT shall surrender to LANDLORD the leased
3 property in as good a condition as it was at the commencement of the term
4 of this lease, reasonable wear and tear accepted. If TENANT fails to
5 surrender the leased property to LANDLORD within ten (10) days after
6 termination of this lease as required by this paragraph, TENANT shall
7 hold LANDLORD harmless from all damages resulting from TENANT's failure
8 to surrender the premises. If TENANT, with LANDLORD's consent or
9 acquiescence, remains in possession of the premises after the termination
10 of the term of this lease, such possession by TENANT shall be deemed a
11 month-to-month tenancy terminable on thirty (30) days' notice given at
12 any time by either party. During such month-to-month tenancy, TENANT
13 shall pay all rent required by this lease on or before the fifth (5th)
14 day of each month. All provisions of this lease, except those pertaining
15 to term, shall apply to month-to-month tenancy.

16 29. Severability. The unenforceability, invalidity or illegality of any
17 provision shall not render the other provisions unenforceable, invalid or
18 illegal.

19 30. Integration. This writing constitutes the entire agreement between the
20 parties and no understanding, written or oral, prior or contemporaneous,
21 shall be of any effect unless set forth in writing in this agreement. No
22 amendments to this agreement shall be of any effect unless in writing and
23 signed by the parties hereto.

24 31. Waiver. A waiver by either party of any breach of any covenant by the
25 other party shall not be deemed a waiver of any other breach.

26 / / /

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TENANT:

COUNTY OF YOLO, a political subdivision
of the State of California

BY *[Signature]*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Dated: Feb. 23, 1982.

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY *Paul J. Cooper*
DEPUTY

(SEAL)

LANDLORD:

LOGUE SHOPPING CENTER INVESTMENTS

BY *Samuel C. Logue*
DANIELS C. LOGUE

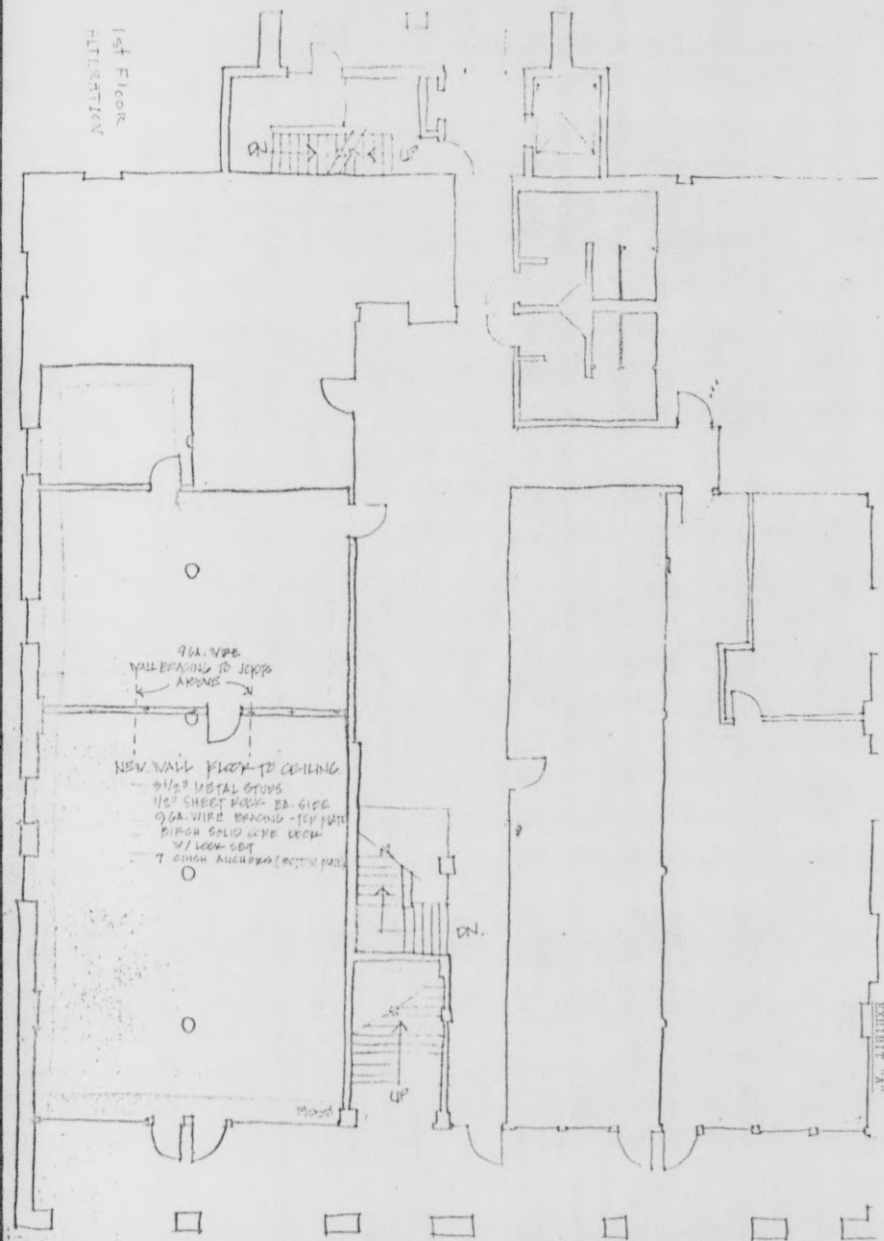
Dated: 2-12-82

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 26100 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paul J. Cooper
Deputy

1st Floor
ALTERATION



FILED

MAR - 1 1982

1 AGREEMENT NO. 82-39

FETE E. LUCAS, CLERK OF THE BOARD
BY *[Signature]*
DEPUTY

2 (Agreement for the Lease of Real Property)

3 THIS AGREEMENT, made and entered into this 23rd day of February ,
4 1981, by and between East Beamer Industrial Condominiums, a partnership,
5 hereinafter referred to as LANDLORD and the County of Yolo, a political
6 subdivision of the State of California, hereinafter referred to as TENANT,

7 WITNESSETH:

8 RECITALS:

9 1. LANDLORD is the owner of certain real property commonly known as
10 1237 East Beamer Street, Suite E, Woodland, California.

11 This real property shall hereinafter be referred to as the leased
12 property.

13 2. TENANT desires to lease the leased premises from the LANDLORD for a
14 period of years.

15 AGREEMENTS:

16 1. Leased Property. LANDLORD leases to TENANT and TENANT leases from
17 LANDLORD that certain real property described in Paragraph 1 of Recitals
18 above.

19 2. Access. TENANT shall have full and unimpaired access to the leased
20 property at all times.

21 3. Common Areas. TENANT shall have full and unimpaired access to all common
22 areas of the property on which the leased property is located. Common
23 areas include, without limitation, pedestrian walkways and patios,
24 landscaped areas, sidewalks, service corridors, restrooms, stairways,
25 decorative walls, plazas, malls, throughways, loading areas, parking
26 areas, and roads. TENANT's right of access to said common areas shall be

1 non-exclusive and shall be shared with the other tenants, if any, of
2 LANDLORD. TENANT, its employees and business invitees, including the
3 general public, shall have the right, on a non-exclusive basis, to use
4 all parking areas on the property on which the leased property is
5 located. LANDLORD shall maintain the common areas in good condition at
6 all times. LANDLORD shall have the right to establish and enforce
7 reasonable rules and regulations applicable to all tenants concerning the
8 maintenance, management, use and operation of the common areas. The cost
9 of maintenance of the common areas shall be borne solely by LANDLORD and
10 TENANT shall not be required to pay to LANDLORD any sum for the
11 maintenance of the common areas, except that sum which is enumerated in
12 Paragraph 6 of this lease.

13 4. Term. The term of this lease shall be three (3) years and shall commence
14 on March 1, 1982, and shall expire on February 28, 1985.

15 5. Late Delivery. If LANDLORD is unable to deliver possession of the leased
16 premises on or before the date specified for the commencement of the term
17 of this lease, TENANT may, at its option, avoid and annul this lease,
18 or, may permit LANDLORD a reasonable time in which to deliver possession
19 of the leased premises to TENANT. In the event that TENANT choses not to
20 void this lease, but rather to permit LANDLORD to deliver the premises to
21 TENANT after the commencement date of this lease, the rent payable by
22 TENANT to LANDLORD under the terms of this lease shall abate in full for
23 the period of time during which TENANT is not in occupancy of the leased
24 property. Any delay in occupancy under the terms of this paragraph shall
25 not extend the termination date of the lease, but rather the lease shall
26 terminate as provided in Paragraph 4.

1 6. Rent. The rent for the leased property shall be as follows:

2 Monthly

3 March 1, 1982 to February 28, 1983 \$748.13

4 March 1, 1983 to February 28, 1984 \$787.50

5 March 1, 1984 to February 25, 1985 \$826.88

6 Said rent shall be due and payable on the first of each month and shall
7 be paid by check or warrant to LANDLORD at the address in Paragraph 24.

8 7. Option to Extend. The parties agree that COUNTY shall have an option to
9 extend this agreement annually for two (2) subsequent years subject to
10 the same conditions, except for rent. The rent for these subsequent years
11 shall be as follows:

12 Monthly

13 March 1, 1985 to February 28, 1986 \$866.25

14 March 1, 1986 to February 28, 1987 \$905.63

15 Notice of intent to exercise the option must be furnished to LANDLORD not
16 less than ninety (90) days prior to expiration of the original lease
17 period or an option period.

18 8. Condition of Premises. LANDLORD covenants that on the commencement of the
19 term of the lease, the leased premises shall be in good condition. TENANT
20 taking possession of the premises on commencement of the term shall
21 constitute TENANT's acknowledgement that the property is in good
22 condition, except as to latent defects of which TENANT has no actual or
23 constructive knowledge.

24 9. Other Payments. The rent obligations set forth in Paragraph 6 above
25 shall be TENANT's sole monetary obligation to LANDLORD.

26 10. Use of Leased Property. TENANT shall use the premises for a records

1 center and storage area and for no other use without LANDLORD's written
2 consent. TENANT shall not use the premises in any manner that will
3 constitute waste, nuisance or unreasonable annoyance to owners or
4 occupants of adjacent property or other tenants on the property in which
5 the leased property is located. TENANT shall not use the premises for
6 sleeping, washing clothes, cooking or the preparation, manufacture or
7 mixing of any thing that might emit any odor or objectionable noises or
8 lights onto adjacent properties or into the property in which the leased
9 property is located.

- 10 11. Expansion of Office Space-Right of First Refusal. LANDLORD shall not
11 lease all or any part of the area of the building in which the premises
12 are located that is outlined in red on Exhibit "A" ("expansion space") to
13 a third person for a period longer than five (5) years. *Quill*

14 At any time that LANDLORD determines to lease *or sell* or extend any existing
15 lease covering all or part of the expansion space, LANDLORD shall notify
16 or sale price *Quill* or sell *Quill*
17 TENANT of the rent/for which LANDLORD is willing to lease/the expansion
18 space, or part of the expansion space.

18 If TENANT, within ten (10) days after receipt of LANDLORD's
19 notice, indicates in writing its agreement to lease *or purchase* the expansion space
20 or part of it, the expansion space or part of it shall be included within
21 the premises and leased to TENANT pursuant to the provisions of this
22 lease, including, without limitation, the provisions relating to the
23 rights and obligations of the parties with respect to alterations.
24 However, the rent payable under this lease shall be increased by the
25 amount of rent attributable to the expansion space or part of it that is
26 leased by TENANT. The parties shall immediately execute an amendment to

1 this lease stating the addition of the expansion space or part of it to
2 the premises.

3 If TENANT does not indicate within ten (10) days its agreement to
4 or purchase *the expansion* lease/the expansion space or part of it, LANDLORD thereafter shall have
5 the right to lease or extend the lease covering the expansion space or
6 part of it to a third party at the rent stated in the notice, provided
7 that the lease or the extension is not longer than five (5) years.

8 The provisions of this paragraph shall be operative each time
9 or sell *the expansion* LANDLORD determines to lease/all or part of the expansion space to a
10 third party.

11 12. Maintenance by Landlord. LANDLORD, at its sole cost, shall maintain in
12 good condition the following:

- 13 A. The structural parts of the building and other improvements that are
14 a part of the leased property, which structural parts include the
15 foundation, bearing and exterior walls (excluding glass and doors),
16 subflooring and roof;
- 17 B. The unexposed electrical, plumbing and sewage systems, including,
18 without limitation, those portions of the system lying outside the
19 leased property;
- 20 C. Window frames, gutters and downspouts on the building and other
21 improvements that are a part of the leased property;
- 22 D. Heating, ventilating and air conditioning systems servicing the
23 leased property;
- 24 E. Landscaping;
- 25 F. Parking areas, including resurfacing and restriping as necessary.

26 13. Default of Landlord. In the event that LANDLORD shall be in default of

1 any obligation under this lease, TENANT shall give written notice to
2 LANDLORD that he has defaulted on his obligation. LANDLORD shall have
3 thirty (30) days after notice from TENANT to commence to perform its
4 obligations under this lease, except that LANDLORD shall perform its
5 obligations immediately if the nature of the problem presents a hazard or
6 emergency. If LANDLORD does not perform its obligations within the time
7 limits in this paragraph, TENANT may perform the obligations itself and
8 shall have the right to be reimbursed for the sum it actually expends in
9 the performance of LANDLORD's obligation. If LANDLORD does not reimburse
10 TENANT within ten (10) days after demand of TENANT, TENANT shall have the
11 right to withhold from future rent due the sum TENANT has expended until
12 TENANT is reimbursed in full. In addition, TENANT is entitled to a
13 partial abatement of rent equal to the reduced value of the leased
14 premises during the time in which LANDLORD's default exceeds the time
15 limits in this paragraph.

16 14. Maintenance by Tenant. TENANT, at its sole cost, shall maintain in good
17 condition the interior of the leased property, including, without
18 limitation, all TENANT's personal property, signs, storefronts, plate-
19 glass and interior and exterior windows. TENANT shall provide its own
20 janitorial services.

21 15. Alterations. TENANT shall not make any structural or exterior alterations
22 to the leased property without LANDLORD's written consent. TENANT, at its
23 sole cost, shall have the right to make, without LANDLORD's written
24 consent, non-structural alterations to the interior of the leased
25 property that TENANT requires in order to conduct its business on the
26 property. In making any alterations that TENANT has a right to make,

1 TENANT shall supply LANDLORD with reasonably detailed final plans and
2 specifications of the proposed alteration and the name of its contractor,
3 if any, at least ten (10) days before the date it intends to commence the
4 alterations. Upon the expiration of this lease, at LANDLORD's option,
5 TENANT shall either remove the alterations and restore the leased
6 property to its original condition or leave the alterations on the
7 premises for the use of LANDLORD.

8 A. LANDLORD will install a standard gas supply line to leased property
9 of sufficient size to meet TENANT's ordinary needs.

10 B. TENANT will purchase and install space heater in leased property and
11 remove heater upon expiration of this lease.

12 C. LANDLORD will provide adequate fire sprinkling system throughout the
13 leased property. Said sprinkling shall be installed prior to the
14 date TENANT takes occupancy of the leased premises.

15 16. Utilities. Except as provided in Paragraph 15, TENANT shall make all
16 arrangements for and pay for all utilities and services furnished to or
17 used by it, including, without limitation, gas, electricity, telephone
18 service and trash collection and for all connection charges except for
19 those utilities and services LANDLORD is to furnish to the leased
20 property pursuant to this paragraph. LANDLORD shall furnish to the leased
21 property the following utilities: water, sewage and dumpster service.
22 Such utilities and services shall be furnished to the leased property at
23 all times during the term from 7:00 a.m. to 9:00 p.m. on all normal
24 business days of TENANT.

25 17. Indemnity. TENANT shall indemnify, defend, and hold harmless LANDLORD,
26 his agents or employees, from and against all claims, demands, losses,

1 damage, liability, cost and expenses, including court costs and counsel
2 fees accruing or resulting to any person, firm, or corporation who may be
3 injured by the acts or omissions of TENANT, its officers, employees, or
4 agents in their use and occupancy of the leased property. LANDLORD shall
5 indemnify, defend, and hold harmless TENANT, its officers, employees, and
6 agents from and against all claims, demands, losses, damages, liability,
7 cost and expense, including court costs and counsel fees accruing or
8 resulting to any person, firm, or corporation who may be injured by any
9 acts or omissions of LANDLORD, his agents or employees in connection with
10 the leased property or the property on which the leased property is
11 located.

- 12 18. Insurance. TENANT is self-insured for liability through the Yolo County
13 Risk Management Insurance Authority, a joint powers agency.

14 LANDLORD shall, at its sole cost, maintain on the building and other
15 improvements that are a part of the leased property, a policy of standard
16 fire and extended coverage insurance, with vandalism and malicious
17 mischief endorsement, to the extent of the full value of the leased
18 premises.

- 19 19. Destruction. If, during the term of this lease, the leased property is
20 totally or partially destroyed from any cause, rendering the leased
21 property totally or partially inaccessible or unusable, LANDLORD shall
22 restore the leased property to substantially the same condition as it was
23 immediately prior to the destruction. LANDLORD shall use due diligence in
24 achieving such restoration. If restoration of the leased property is not
25 made within ninety (90) days, TENANT may, at its option, terminate this
26 lease. In the event of a partial or total destruction of the leased

1 property, TENANT shall be entitled to an abatement of rent during the
2 period during which the leased property is partially or totally
3 inaccessible or unusable. The amount of the abatement shall be the sum
4 that bears the same proportion to the same total rent payable as the
5 portion of the leased premises which is inaccessible or unusable bears to
6 the totality of the leased property.

7 20. Condemnation. If the leased property is totally taken by condemnation,
8 this lease shall terminate on the date of taking. If the leased property
9 is partially taken by condemnation, this lease shall continue in full
10 force and effect, except that TENANT shall be entitled to a partial
11 abatement of the rent in the amount which bears the same proportion to
12 the total rent as the amount of the leased property which was taken bears
13 to the totality of the leased property.

14 21. Assignment. TENANT shall not assign or incur its interest in the
15 leased property without the written consent of LANDLORD. A change in the
16 department of TENANT which is the primary occupant and user of the leased
17 property shall not constitute an assignment. This lease shall be binding
18 on the successors and permitted assigns of both parties to this lease.

19 22. Default of Tenant. The occurrence of either of the following shall
20 constitute a default by TENANT:

21 A. Failure to pay rent when due, if the failure to pay continues for
22 five (5) days after notice has been given to TENANT;

23 B. Failure by TENANT to perform any other provision of this lease if
24 the failure to perform is not cured within thirty (30) days after
25 notice has been given to TENANT. If the default cannot reasonably be
26 cured within thirty (30) days, TENANT shall not be in default of

1 this lease if TENANT commences to cure default within the thirty
2 (30) day period and diligently and in good faith continues to cure
3 the default. Notices given under this paragraph shall specify the
4 alleged default and applicable lease provisions and shall demand
5 that TENANT perform the provisions of this lease or pay the rent
6 that is in arrears, as the case may be, within the applicable period
7 of time or quit the premises. No such notice shall be deemed a
8 forfeiture or a termination of this lease unless the LANDLORD so
9 elects in the notice.

10 23. Entry Onto Premises. LANDLORD and its authorized representatives shall
11 have the right to enter the leased property at all reasonable times and
12 upon reasonable notice for any of the following purposes:

- 13 A. To determine whether the property is in good condition and whether
14 TENANT is complying with its obligations under this lease;
- 15 B. To do any necessary maintenance and to make any restoration of the
16 leased property which the LANDLORD has the right or obligation to
17 perform;
- 18 C. To serve, post or keep posted any notices required or permitted
19 under the provisions of this lease;
- 20 D. To post "for sale" signs at any time during the term of this lease
21 and to show the premises to prospective brokers, agents, buyers, or
22 persons interested in an exchange;
- 23 E. To post "for rent" or "for lease" signs or to show the leased
24 property to any prospective tenants during the last thirty (30) days
25 of the term of this lease or during any period in which TENANT is in
26 default;

1 F. To shore the foundations, footings, and walls of the leased property
2 and to erect scapholding and protective barriers around and about
3 the premises, but not so as to prevent entry to the premises and to
4 do any other act or thing necessary for the safety or preservation
5 of police property.

- 6 24. Notice. Any notice, demand, request, consent, approval or communication
7 that either party desires or is required to give the other party shall be
8 in writing and either served personally or sent by prepaid, first class
9 mail. Any such writing shall be addressed as follows:

10 TENANT:

11 Clerk of the Board of Supervisors
12 725 Court Street, Room 104
Woodland, CA 95695

13 LANDLORD:

14 East Beamer Industrial Condominiums
15 93 West Main Street
Woodland, CA 95695

16 Either party may change its address by notifying the other party in
17 writing of the change of address.

- 18 25. Waiver. No delay or omission in the exercise of any right or remedy of
19 either party shall impair the exercise of such right or be construed as a
20 waiver, except that the acceptance of delinquent rent shall be construed
21 as a waiver of said default by TENANT. Any waiver or consent permitted or
22 required by this lease shall be in writing and shall not be construed as
23 a waiver of or consent to any other act or omission by the other party.

- 24 26. Attorney's Fees. If either party commences an action against the other
25 party arising out of or in connection with this lease, the prevailing
26 party shall be entitled to have and recover from the losing party

- 1 reasonable attorney's fees and costs of suit. Commencing an action
2 against the other party includes the filing and service of a
3 cross-complaint by one party against the other, where the suit was
4 originally commenced by a third party against either party to this lease.
- 5 27. Consent. Wherever consent or approval of either party is required, that
6 party shall not unreasonably withhold such consent or approval.
- 7 28. Time. Time is of the essence of this agreement.
- 8 29. Vacation/Termination. Within ten (10) days after the termination of the
9 term of this lease, TENANT shall surrender to LANDLORD the leased
10 property in as good a condition as it was at the commencement of the term
11 of this lease, reasonable wear and tear accepted. If TENANT fails to
12 surrender the leased property to LANDLORD within ten (10) days after
13 termination of this lease as required by this paragraph, TENANT shall
14 hold LANDLORD harmless from all damages resulting from TENANT's failure
15 to surrender the premises. If TENANT, with LANDLORD's consent or
16 acquiescence, remains in possession of the premises after the termination
17 of the term of this lease, such possession by TENANT shall be deemed a
18 month-to-month tenancy terminable on thirty (30) days' notice given at
19 any time by either party. During such month-to-month tenancy, TENANT
20 shall pay all rent required by this lease on or before the fifth (5th)
21 day of each month. All provisions of this lease, except those pertaining
22 to term, shall apply to month-to-month tenancy.
- 23 30. Severability. The unenforceability, invalidity or illegality of any
24 provision shall not render the other provisions unenforceable, invalid or
25 illegal.
- 26 31. Integration. This writing constitutes the entire agreement between the

1 parties and no understanding, written or oral, prior or contemporaneous,
2 shall be of any effect unless set forth in writing in this agreement. No
3 amendments to this agreement shall be of any effect unless in writing and
4 signed by the parties hereto.
5 32. Waiver. A waiver by either party of any breach of any covenant by the
6 other party shall not be deemed a waiver of any other breach.

7 TENANT

8 COUNTY OF YOLO, a political subdivision
9 of the State of California

10 BY *[Signature]*

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

11 Dated: 2/23/82.

12
13 ATTEST:

14 PETE E. LUCAS, CLERK
15 BOARD OF SUPERVISORS

16 BY *[Signature]*

DEPUTY

17 (SEAL)

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

[Signature]
Deputy

18
19 LANDLORD:

20 EAST BEAMER INDUSTRIAL CONDOMINIUMS,
21 a partnership

22 BY *[Signature]*

Authorized Representative

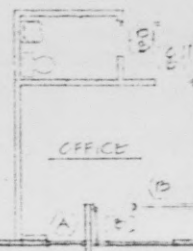
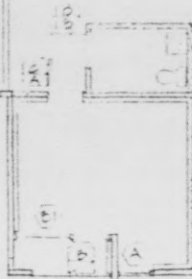
23 Dated: 2/16/82.

EXHIBIT "A"
(Expansion Space)

SUITE "E"
APPROX 8
SQUARE

SUITE "F"
APPROX 6
SQUARE

APPROX 7
SQUARE



PLANTER

PLANTER

BOARD OF SUPERVISORS
Yolo County, California

MEETING DATE: FEB 23 1981

FILE: COM-13
Telecom. Systems
Computer-Aided Dispatch
PRC Public Management System

Agreement
missing

TO: County Counsel
Communications
Auditor
PRC Public Manage. System

Entry #8

Minute Order No. 82-134: Took the following actions relative to a Computer-Aided-Dispatch System as recommended by the County Administrative Officer:

- A. Accepted the proposal from PRC Public Management System for a Computer-Aided-Dispatch for the County of Yolo.
- B. Approved the preparation of a contract with PRC Public Management System for services as specified in the proposal at a cost of \$375,580.00, and authorized the Chairman to sign Agreement No. 82-40, when submitted for execution.

MOTION: Marchand. SECOND: Black. AYES: Black, Thompson, Marchand, Cameron, DeMars.

MISSING
Agreement

VOID

82-41

MISSING
Agreement
VOID
82-42

FILED

MAR - 1 1982

BY PETE E. LUCAS, CLERK OF THE BOARD
DEPUTY

AGREEMENT NO. 82-43

(To Provide Administrative Services For The Southport Industrial Area Project Environmental Impact Report, Hereinafter Referred To As "Project".)

THIS AGREEMENT, dated for convenience this 1st day of March, 1982, in the State of California, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as "COUNTY", and JAMES C. CASPER, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

RECITALS

1. The Board of Supervisors of a County is authorized by Government Code Section 31000 to contract for special services on behalf of a County with persons specially trained, experienced, expert and competent to perform special administrative services.

2. The Board of Supervisors desires to contract with such a person to provide special services to the County and the Project.

3. Contractor represents that he is such a person and desires to enter into a contract for, and to provide such services, to County.

AGREEMENTS

1. SERVICES: Contractor, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement, does hereby agree to furnish the following described special services, exclusively, to County and its Project during the term of this Agreement.

A. Coordinate the Project with the Southport Industrial Plan General Plan Amendment with the General Plan Coordinator.

...

1 B. Review the Southport General Plan Amendment/Environmental
2 Impact Report, and provide comments to the Community Development
3 Director.

4 C. Review the Project Environmental Impact Report and provide
5 comment to the Community Development Director.

6 D. Advise the County on the adequacy of the Project Environmental
7 Impact Report.

8 E. Attend meetings on an as needed basis. Attendance at these
9 meetings will be determined as necessary by the Community Development
10 Agency Director.

11 F. Prepare reports, correspondence, and other written materials as
12 determined to be needed by the Community Development Director.

13 G. Attend public hearings on the Project Environmental Impact
14 Report.

15 H. Make presentations and respond to questions on the Project
16 Environmental Impact Report on an as needed basis as determined by the
17 Community Development Director.

18 I. Prepare weekly progress reports to the Community Development
19 Agency Director.

20 J. Perform other related duties as required and determined
21 necessary by the Community Development Director.

22 2. LICENSES: Contractor shall secure and maintain, throughout the
23 term of this Agreement, all licenses, permits, qualifications, and approvals of
24 whatsoever nature which are legally required to practice expert professional
25 services required in this Agreement.

26 ...

1 3. STANDARDS: Contractor shall perform the services described in a
2 professional and businesslike manner. All work products shall be prepared in
3 accordance with the standards of quality satisfactory to the County.

4 4. ASSIGNMENT OR SUBCONTRACT: No performance of this Agreement
5 may be subcontracted.

6 5. INDEMNITY AND DEFENSE: County agrees to extend to Contractor,
7 as to any action or proceeding on account of an act or omission of Contractor
8 within the scope of services for County provided pursuant to this Agreement,
9 those rights of indemnification, including the right that the County pay any
10 judgment or pay any compromise or settlement of a claim or action and right to
11 provision for a defense of actions or proceedings as are granted to employees of
12 a public entity against such public entity by the provisions of Division 3.6 of
13 Title 1 of the Government Code.

14 6. INDEPENDENT CONTRACTOR: It is specifically understood and
15 agreed that Contractor is an independent contractor and is not subject to the
16 direction and control of County, except as to final result. Contractor shall be
17 solely liable and responsible to pay all required taxes and other obligations,
18 including, but not limited to, withholding and Social Security. Contractor
19 agrees to indemnify and hold the County harmless from any liability which it
20 may incur to the Federal or State governments as a consequence of this
21 contract.

22 7. TIME: Time is of the essence of this Agreement.

23 8. NO ALTERATION: No alteration or variation of the terms of this
24 Agreement shall be valid unless made in writing and signed by the parties
25 hereto, and no oral understandings or agreements not incorporated herein, shall
26 be binding on any of the parties hereto.

1 9. LAWS: The Contractor shall comply fully with all applicable Federal,
2 State, and local laws, ordinances, regulations, and permits. The Contractor
3 shall secure any new permits required by authorities having jurisdiction over
4 the project and shall maintain any presently required permits.

5 10. SUCCESSORS: This Agreement shall inure to the benefit and bind
6 the successors of each of the parties.

7 11. TERM: This Agreement may be terminated upon thirty (30) days
8 written notice by the consent of both parties. The contract may be extended
9 on a month to month basis by agreement of both parties.

10 12. COMPENSATION: County, for and in consideration of the covenants,
11 conditions, agreements, and stipulations of Contractor, herein does agree to
12 provide as total compensation to Contractor and for all of Contractor's expenses
13 incurred in the performance hereof, the following:

14 A. Contractor shall be paid Twenty-five Dollars (\$25.00) per hour,
15 not to exceed Fifteen Thousand Six Hundred Dollars (\$15,600.00). Pay-
16 ment shall be made in accordance with regular County payroll policy.
17 Contractor agrees and understands that the Twenty-five Dollar (\$25.00)
18 per hour rate is based upon standard performance of twenty-four (24)
19 hours work per each work week. Contractor also understands and agrees,
20 that because of specific circumstances, that from time to time, it may be
21 necessary to adjust the twenty-four (24) hours work per each work week
22 depending upon progress of the Project. When said adjustment is neces-
23 sary, Contractor agrees to determine the appropriate weekly work schedule
24 jointly with the Community Development Agency Director.

25 B. County shall reimburse Contractor for reasonable and necessary
26 ...

travel incurred in the performance of services rendered pursuant to and in accordance with prevailing County policy.

13. LOGISTICAL SUPPORT: County shall provide reasonable and necessary clerical support, office space, telephone, and office supplies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:
PETE E. LUCAS, Clerk
of the Board of Supervisors

By Paula M. Cooper
Deputy

COUNTY OF YOLO,
A Political Subdivision
of the State of California

George P. Demars
GEORGE P. DEMARS, Chairman
Board of Supervisors

APPROVED AS TO FORM
CHARLES MACK, COUNTY COUNSEL

By Charles Mack
Deputy County Counsel

CONTRACTOR:

By James C. Coyer

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 26103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paula M. Cooper
Deputy

FILED

MAR - 5 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY Paula M. Cooper
DEPUTY

AGREEMENT NO. 82-44

(Agreement for Special Services)

THIS AGREEMENT, dated for convenience this 2nd day of March, 1982, by and between the COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and WILLIAM B. McLEOD, (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. The board of supervisors of a county is authorized by Government Code Section 31000 to contract for special services on behalf of a county with persons specially trained, experienced, expert, and competent to perform special administrative services.

2. The Board of Supervisors desires to contract with such a person to provide special administrative services to the County and its Personnel Services Agency.

3. CONTRACTOR represents that he is such a person and desires to enter into a contract for, and to provide such services to COUNTY.

AGREEMENTS:

1. Services. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to furnish the following described special administrative services exclusively to COUNTY and its Personnel Services Agency during the term of this Agreement:

1 A. Representation of COUNTY as its chief negotiator in
2 meetings and conferring with employee representation units as
3 designated by COUNTY.

4 B. Interpretation of the provisions of Memoranda of Under-
5 standing between COUNTY and employee organizations.

6 C. Development of an employer-employee relations policy
7 for COUNTY.

8 D. Development and implementation of process for acting
9 upon proposals for determination or re-determination of employee
10 representation units.

11 E. Training COUNTY management and supervisors in labor
12 relations, evaluations, and supervisory skills.

13 F. To act on behalf of the Director of Personnel as a
14 level of review of employee grievances.

15 G. Representation of COUNTY before the Labor Relations
16 Panel and the Affirmative Action Hearing Board.

17 H. Development of an employee suggestion award program.

18 I. Development of an employee recognition program.

19 J. Supervise staff responsible for the administration of
20 COUNTY workers' compensation and unemployment insurance programs.

21 K. In performing these services, the CONTRACTOR shall
22 report to the Director of Personnel; provided, however, that
23 CONTRACTOR shall have direct access to the Board of Supervisors
24 in matters concerning labor negotiations.

25 2. Licenses. CONTRACTOR shall secure and maintain throughout
26 the term of this Agreement all licenses, permits, qualifications

1 and approvals of whatsoever nature which are legally required for
2 CONTRACTOR to practice the profession or to perform the expert
3 professional services required in this Agreement.

4 3. Standards. CONTRACTOR shall perform all service required
5 pursuant to this Agreement in the manner and according to the
6 standards observed by a competent practitioner of the profession
7 in which CONTRACTOR is engaged. All work products of whatsoever
8 nature which CONTRACTOR delivers to COUNTY pursuant to this
9 Agreement shall be prepared in a substantial first-class and
10 workmanlike manner and conform to the standards of quality
11 normally observed by a person practicing in the CONTRACTOR'S
12 profession.

13 4. Assignment or Subletting. No performance of this Agreement
14 or any portion thereof may be assigned or subcontracted by
15 CONTRACTOR without the express written consent of COUNTY and any
16 attempt by CONTRACTOR to assign or subcontract any performance of
17 this Agreement without the express written consent of COUNTY
18 shall be null and void and shall constitute a breach of this
19 Agreement.

20 5. Indemnity and Defense. COUNTY agrees to extend to CONTRACTOR
21 as to any action or proceeding on account of an act or omission
22 of CONTRACTOR within the scope of services for COUNTY provided
23 pursuant to this Agreement, those rights of indemnification,
24 including the right that COUNTY pay any judgment or pay any
25 compromise or settlement of a claim or action and right to
26 provision for a defense of actions or proceedings as are granted

1 to employees of a public entity against such public entity by the
2 provisions of Division 3.6 of Title 1 of the California Govern-
3 ment Code.

4 6. Termination. Either party shall have the right to terminate
5 this Agreement at its sole discretion at any time upon ninety
6 (90) days' written notice to the other party. COUNTY shall also
7 have the right to terminate this Agreement immediately for
8 failure of the CONTRACTOR to comply with the terms and conditions
9 of this Agreement. In the case of early termination, a final
10 payment will be made to CONTRACTOR upon receipt of a report
11 covering compensation earned to termination. In the event of such
12 immediate termination, COUNTY may proceed with the work in any
13 manner deemed proper by COUNTY. The cost to COUNTY shall be
14 deducted from any sum due to the CONTRACTOR under this Agreement,
15 and the balance, if any, shall be paid CONTRACTOR upon demand.

16 7. Independent Contractor. It is specifically understood and
17 agreed that CONTRACTOR is an independent contractor and is not
18 subject to the direction and control of COUNTY except as to final
19 result. CONTRACTOR shall be solely liable and responsible to pay
20 all required taxes and other obligations, including, but not
21 limited to, withholding and Social Security. CONTRACTOR agrees to
22 indemnify and hold the COUNTY harmless from any liability which
23 it may incur to the Federal or State governments as a consequence
24 of this contract.

25 8. Time. Time is of the essence of this Agreement.

26 9. No Alteration. No alteration or variation of the terms of

1 this Agreement shall be valid unless made in writing and signed
2 by the parties hereto, and no oral understandings or agreement
3 not incorporated herein, shall be binding on any of the parties
4 hereto.

5 10. Laws. CONTRACTOR shall comply fully with all applicable
6 Federal, State, and local laws, ordinances, regulations, and
7 permits. CONTRACTOR shall secure any new permits required by
8 authorities having jurisdiction over the project, and shall
9 maintain any presently required permits.

10 11. Successors. This Agreement shall inure to the benefit and
11 bind the successors of each of the parties.

12 12. Term. The term of this contract shall commence on March 2,
13 1982, and shall terminate on November 30, 1984, subject however
14 to the termination provisions set forth above.

15 13. Compensation. COUNTY, for and in consideration of the
16 covenants, conditions, agreements, and stipulations of CONTRACTOR
17 herein does agree to provide as total compensation to CONTRACTOR
18 for all of CONTRACTOR'S expenses incurred in the performance
19 hereof, the following:

20 A. The sum of ONE-THOUSAND-SIX-HUNDRED-SIXTY-SEVEN AND
21 00/100 (\$1,667.00) DOLLARS, payable on the first and sixteenth
22 day of each calendar month commencing on March 16, 1982, in
23 return for each prior one-half month of service under this
24 Agreement.

25 B. As of the date of any increase in the total compensa-
26 tion provided by COUNTY to its Director of Personnel, there shall

1 automatically be an increase of like percent in the monthly sum
2 payable to CONTRACTOR under this agreement. For this purpose,
3 total compensation shall include salary, employer's contributions
4 to Social Security and retirement, Fixed Benefits and Discretion-
5 ary Benefits of the Management Package or any substitution or
6 replacement thereof.

7 C. In addition, CONTRACTOR shall accrue vacation at an
8 annual rate of ten (10) days and sick leave at the rate of ten
9 (10) hours per month.

10 D. COUNTY shall reimburse CONTRACTOR for reasonable and
11 necessary travel expenses incurred in the performance of the
12 services rendered pursuant to this contract in accordance with
13 prevailing COUNTY policy.

14 14. Logical Support. COUNTY shall provide reasonable and neces-
15 sary clerical support, office space, telephone and office
16 supplies.

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 Agreement on the date first above written.

19 COUNTY:

20 COUNTY OF YOLO, a political subdivi-
21 sion of the State of California.

22 ATTEST:

23 PETE E. LUCAS,
24 CLERK OF THE BOARD OF SUPERVISORS

By: *[Signature]*

CHAIRMAN OF THE BOARD OF SUPERVISORS

25 By: *[Signature]*

Deputy

(SEAL)

CONTRACTOR:

William B. McLeod
WILLIAM B. MCLEOD

FOI L E D

MAR - 8 1982

AGREEMENT NO. 82-45

PETE E. LUGAL, CLERK OF THE BOARD
BY: [Signature]
DEPUTY

(Joint Exercise of Powers Agreement for the Exercise
of Powers Relating to Legal Counsel and the Powers
and Duties of the County Counsel)

THIS AGREEMENT, dated for convenience the 14th day of December, 1981, by
and between the County of Yolo, a political subdivision of the State of
California (COUNTY) through its Board of Supervisors and County Counsel and
the Esparto Unified School District of Yolo County, State of California
(DISTRICT), by and through its Governing Board,

WITNESSETH:

RECITALS:

1. The Governing Board of DISTRICT is authorized by Education Code Section 35041.5 to appoint a legal counsel to render legal advice to officers and employees of the DISTRICT and to serve as legal counsel of the DISTRICT in the preparation and conduct of school district litigation and administrative proceedings and to render advice in relation to school bond and tax increase measures and to prepare all legal papers and forms necessary for the voting of school bonds and tax increase measures in the DISTRICT.
2. The Governing Board of DISTRICT is authorized by Education Code Section 35026 to elect to supplement the legal services that customarily are being rendered by the office of County Counsel by contracting with the Office of the County Counsel for additional services at a fee and in a manner agreed upon by the Governing Board and the Office of the County Counsel.
3. County Counsel is required by Government Code Section 26520 and 26529 to render legal opinions to DISTRICT and is authorized by those statutes to

- 1 provide legal services as required and to charge a fee therefor.
- 2 4. Each of the parties to this agreement desires to exercise the foregoing
- 3 enumerated powers and to do so jointly under the Joint Exercise of
- 4 Powers Act, Government Code Section 6500 et seq. in the manner set forth
- 5 in this agreement.

6 AGREEMENTS:

7 1. Legal Services.

- 8 A. COUNTY, through its Office of County Counsel, shall provide legal
- 9 services to the extent provided herein to DISTRICT so as to permit
- 10 DISTRICT to exercise jointly with the COUNTY the powers enumerated
- 11 in the Recitals set forth above.
- 12 B. Upon request and coordinated with other duties, the County Counsel
- 13 shall make up to 300 hours of legal service available to DISTRICT
- 14 for the remainder of the 1981-82 fiscal year.
- 15 C. If services are requested pursuant to this Agreement in excess of
- 16 the number of hours set forth in the preceding paragraph, COUNTY
- 17 shall endeavor to serve DISTRICT as well as other clients of the
- 18 County Counsel's Office; however, in such event the County Counsel
- 19 reserves the discretion to set priorities for serving the various
- 20 clients of the office including the parties to this agreement.
- 21 2. Compensation. DISTRICT agrees to pay to COUNTY compensation as follows:
- 22 A. For services performed that are of a nature that is eligible for
- 23 reimbursement by the State of California to DISTRICT as a
- 24 state-mandated cost, the fee is the maximum reimburseable fee
- 25 established for professional and consultant services by the State
- 26 Board of Control; provided, however, the total fee payable by

- 1 DISTRICT shall not exceed actual reimbursements received by
2 DISTRICT. Such fee shall become payable to COUNTY upon receipt of
3 the reimbursement by DISTRICT.
- 4 B. For other services, the fee is the sum of Nine Hundred Ninety Four
5 Dollars (\$994.00). The fee shall be paid to COUNTY on or before
6 June 1, 1982.
- 7 3. Reserved Rights. In addition to receiving services under this agreement,
8 DISTRICT reserves the right to contract with an attorney in private
9 practice and to do so in addition to participating in this agreement.
- 10 4. Term. The term of this agreement commences December 1, 1981 and ends
11 June 30, 1982.
- 12 5. Exculpatory Clause. No other parties nor any officer or employee thereof
13 is responsible for any damage or liability occurring by reason of
14 anything done or omitted to be done by one party under or in accordance
15 with any matter not delegated to other parties under this agreement.
16 Pursuant to Government Code Section 895.4, each party shall fully
17 indemnify and hold all other parties harmless for any damage or liability
18 occurring by reason of anything done or omitted to be done by it under or
19 in connection with any matter not delegated to the other parties under
20 this agreement.
- 21 6. Accountability. Each party shall be held strictly accountable for and
22 shall report to the other all receipts and disbursements made pursuant to
23 this agreement.
- 24 7. Disposition. Upon the completion of the purpose of this agreement and its
25 termination, any surplus money on hand and any property acquired as a
26 result of the joint exercise of powers agreement shall be distributed to

1 the parties in proportion to the contributions made.

2 IN WITNESS WHEREOF, the parties hereto have executed this agreement as
3 set forth below.

4 COUNTY OF YOLO, a political subdivision
of the State of California

5 Dated: March 2, 1982

6 BY *James R. Mack*

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

7 ATTEST:

8 PETE E. LUCAS, CLERK
9 BOARD OF SUPERVISORS

10 BY *Pete E. Lucas*

DEPUTY

11 (SEAL)

12 COUNTY COUNSEL

13 Dated: March 8, 1982

14 BY *Charles R. Mack*

CHARLES R. MACK

15 ESPARTO UNIFIED SCHOOL DISTRICT

16 Dated: 1-6-82

17 BY *Edward R. Turner*

18 The undersigned Deputy Clerk
19 of the Board of Supervisors
20 certifies that pursuant to
21 Section 25107 of the Govern-
22 ment Code, delivery of this
document has been made to the
23 Chairman of the Board of
24 Supervisors.

25 PETE E. LUCAS,
26 CLERK OF THE BOARD
OF SUPERVISORS

Pete E. Lucas
Deputy

STANDARD AGREEMENT

STATE OF CALIFORNIA
S.B. 1175APPROVED BY THE
ATTORNEY GENERAL

CONTRACTORS

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 1st day of June, 1981,
 the State of California, by and between State of California, through its duly elected or appointed,
 and acting

NAME OF OFFICER ACTING FOR STATE

AGENCY

Duty Director

Department of Health Services

NUMBER

80-63858 A-2

After called the State, and

County of Yolo (East Yolo Health Services Center)

After called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
 hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

For service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

In that certain agreement between this Department and County of Yolo (East Yolo Health Services Center)
 amended on October 10, 1980 dated July 1, 1980 and subsequently
 the contract is amended effective June 1, 1981 to read as follows:

Paragraph 3: "The total amount payable by the State to the Contractor under this contract shall not exceed \$ 10,650."

All other terms and provisions of said contract shall remain in full force and effect.

Deputy Clerk
 the Board of Supervisors
 certifies that pursuant to
 Article 25103 of the Govern-
 ment Code, delivery of this
 document has been made to the
 Chairman of the Board of
 Supervisors.

PETE F. LUCAS,
 CLERK OF THE BOARD
 OF SUPERVISORS

Cheryl Lucas
 Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto upon the date first above written.

STATE OF CALIFORNIA

Agree. #82-46

CONTRACTOR

COUNTY

Department of Health Services

AUTHORIZED SIGNATURE

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION,
 PARTNERSHIP, ETC.)
County of Yolo

BY (AUTHORIZED SIGNATURE)

Chairman

TITLE

Chairman, Board of Supervisors

ADDRESS

18 North Cottonwood, Woodland, CA 95695 Attn: Ken Walker

COUNTY OF YOLO, COUNTY CLERK'S OFFICE, 1000

Def. Program Support Branch

NUMBER OF SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

APPROPRIATION

FUND

Ken Walker

\$

Local Assistance

General

UNENCUMBERED BALANCE

ITEM

CHAPTER

STATUTES

FISCAL YEAR

\$

292 (i)

510

1980

1980-81

ADD. INCREASING ENCUMBRANCE

FUNCTION

\$ 2,500

OE&E

ADD. DECREASING ENCUMBRANCE

LINE ITEM ALLOTMENT

\$

7320-5103-B10101

I hereby certify upon my own personal knowledge that budgeted funds
 are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

▶

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209
 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

OFF
EPAR
H

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
YOLLO COUNTY
AUDITORS OFFICE

FEB 23 4 15 PM '82

RETURN TO

3X
F. E. LUCAS
ROOM 104
BOARD OF SUPERVISORS
COURTHOUSE
WOODLAND, CA 95695

C1394

FILED

APR - 7 1982

Agreement No. 82-47
COUNTY OF YOLO, CALIFORNIA

FETE E. LUCAS, CLERK OF THE BOARD
BY Wanda M. [Signature]
DEPUTY

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into this 2 day of

March, 1982, by and between

PEORIA & SONS INC.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County".

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications and plans to be furnished by said county necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Dikes, berms, roadways, fencing, monitoring wells, drainage ditches and associated structures for the Central Landfill Unit 3, located in Yolo County

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

BOOK 1510 PAGE 303

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

CENTRAL LANDFILL, UNIT NO. 3,

Dated: January 1982

(Plan Index No. 28-H68 & 69)

(WO # 1800)

Approved January 18, 1982 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

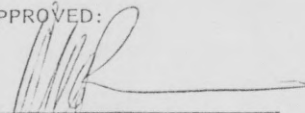
ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL COST COST
1.	Clearing & Grubbing	L.S.	6903.17	6903.17
2.	Roadway Embankment	2,200 C.Y.	2.00	4400.00
3.	A.B. Under Pavement	1,850 T	9.09	16,816.50
4.	Pervious Backfill (Leachate Line)	1,200 T	7.36	8832.00
5.	Asphalt Concrete Pavement	475 T	37.62	17889.50
6.	Perimeter Dike Embankment	17,600 C.Y.	2.00	35,200.00
7.	Berm Embankment	7,100 C.Y.	2.00	14,200.00
8.	Graded Earth Roadway	4,000 C.Y.	3.19	12,760.00
9.	4" Perforated Clay Pipe	3,010 L.F.	4.51	13,575.10
10.	4" Clay Pipe Clean-Out	2 Ea.	275.00	550.00
11.	30" R.C.P. (Class 111)	40 L.F.	28.27	1130.80
12.	36" C.M.P. (.075)	160 L.F.	29.08	4652.80
13.	Concrete Headwalls	3.5 C.Y.	470.01	1645.04
14.	Concrete Junction Box	3.5 C.Y.	294.97	1032.40
15.	8 foot Chain Link Fence	2,800 L.F.	5.30	14840.00
16.	6 foot Chain Link Fence and Gates	96 L.F.	9.29	891.84
17.	15' Wide x 8' high Chain Link Swing Gate	2 Ea.	414.10	828.20
18.	Grader Ditches	3,900 L.F.	0.40	1560.00
19.	Water Monitoring Wells	16 Ea.	351.49	5623.84
20.	Gas Monitoring Wells	2 Ea.	630.00	1260.00
21.	Concrete Cap for Monitoring Wells	18 Ea.	204.00	3672.00
22.	Reinforcing Steel	400 Lb.	0.31	124.00
23.	Asphalt Prime Coat	3 T	411.34	1234.02
24.	15" CMP (.060")	90 L.F.	16.50	1485.00

TOTAL

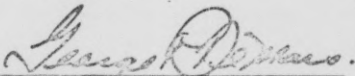
\$171,086.2

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

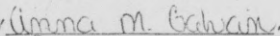

(County Counsel)

COUNTY OF YOLO

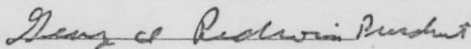
By 
Chairman of the Board of
Supervisors

ATTEST:

PETE E. LUCAS, Clerk
of the Board of Supervisors

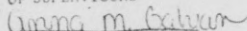
By 
Deputy

By


PEDRO A & SONS INC.
PO BOX 581, WOODLAND, CA.
95695
Contractor & Address

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS


Deputy

Licensed in accordance with an
an act providing for the
registration of Contractors,
License No. 398691

004394

OFFICIAL RECORDS
YOL COUNTY REC
REC

County Of Yolo

MAR 25 10 55 AM '82

PETE E. LUCAS
COUNTY RECORDER *N/c*

BOOK 1510 PAGE 372

FILED

Agreement No. 82-48

MAR - 5 1982

MODIFICATION OF LEASE

(Agreement Modifying & Supplementing
Agreement No. 81-237 Re: Riverbend
Shopping Plaza Lease)

PETE LICAL, CLERK OF THE BOARD
BY *Pete Lical*
DEPUTY

THIS AGREEMENT is made and entered into this 2nd of March 1982, by and between G. W. WILLIAMS CO., a California corporation, hereinafter referred to as "LESSOR", and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "LESSEE".

W I T N E S S E T H:

THAT WHEREAS by Agreement No. 81-237 dated September 29, 1981, by and between the parties hereto, LESSOR leased and demised unto LESSEE those certain premises commonly known and designated as 918, 922 and 924 Sacramento Ave., Broderick, CA; and,

WHEREAS said Agreement called for the construction of certain improvements to be made by LESSOR prior to acceptance of the premises by LESSEE; and,

WHEREAS due to certain delays in construction, LESSOR was unable to fully complete the improvements within the time frame originally contemplated by the parties; namely on or about January 1, 1982; and,

WHEREAS, said improvements were still not fully completed when LESSEE began occupying the premises on or about January 18, 1982; and,

WHEREAS, in light of such lack of full completion, LESSOR and LESSEE have mutually agreed to a reduction of rental during the period from January 18, 1982 through and including February 12, 1982 (the date of the filing of the Notice of Completion pertaining to the subject improvements); and,

WHEREAS, LESSOR and LESSEE agreed to certain additional terms with respect to noise emanating from the new air conditioning units.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereincontained, the parties hereto hereby agree as follows, to-wit:

1. LESSOR and LESSEE hereby agree that the rent which LESSEE shall pay to LESSOR from and including January 18, 1982 through and including February 12, 1982 (a period of 26 days) shall be the sum of \$229.25 per day, for a total rental of \$5,960.50 for the period stated.
2. Commencing February 13, 1982, the rent which LESSEE shall pay to LESSOR for the balance of the first year of the term of the Lease ending December 31, 1982, shall be as specified in said Agreement No. 81-237; namely, at the rate of \$7,340.00 per month.

3. Further, in accordance with that certain letter from LESSOR to LESSEE dated February 11, 1982, LESSOR hereby guarantees that if the sound emanating from the new air conditioning units which produce noise in Unit #2 cannot be reasonably resolved to the satisfaction of LESSEE, LESSOR shall install shock absorbers upon the air conditioning units to resolve any additional noise problems; and, further, LESSOR hereby guarantees that air velocities will be adjusted as needed in order to properly balance the air flow, if LESSEE requests such action.
4. The aforementioned Agreement No. 81-237 is modified in the above particulars only, and all other provisions thereof, insofar as they are consistent herewith, shall remain binding and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Modification of Lease, in duplicate, the day and year first above written.

LESSEE:

COUNTY OF YOLO, a political
subdivision of the State
of California

Leah R. Davis
Chairman of the Board
of Supervisors

ATTEST: PETE E. LUCAS, Clerk
of the Board

By: Charles M. Cooper
deputy

LESSOR:

G. W. WILLIAMS CO.

By: George C. Napier
George C. Napier
Asst. Vice President

APPROVED AS TO FORM:

CHARLES MACK, County Counsel

By: [Signature]

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Charles M. Cooper
Deputy

FILED

MAR - 5 1982

PETER LUCAS, CLERK OF THE BOARD
By *Richard M. Cooper*
DEPUTY

1 AGREEMENT NO. 82-49

2 (Agreement for the Lease of Real Property)

3 THIS AGREEMENT, made and entered into this 2nd day of March,
4 1982, by and between Petar Barkovic, hereinafter referred to as LANDLORD and
5 the County of Yolo, a political subdivision of the State of California,
6 hereinafter referred to as TENANT,

7 WITNESSETH:

8 RECITALS:

9 1. LANDLORD is the owner of certain real property commonly known as 1520
10 Merkley Avenue, West Sacramento, California.

11 This real property shall hereinafter be referred to as the leased
12 property.

13 2. TENANT desires to lease the leased premises from the LANDLORD for a
14 period of years.

15 AGREEMENTS:

16 1. Leased Property. LANDLORD leases to TENANT and TENANT leases from
17 LANDLORD that certain real property described in Paragraph 1 of Recitals
18 above.

19 2. Access. TENANT shall have full and unimpaired access to the leased
20 property at all times.

21 3. Common Areas. TENANT shall have full and unimpaired access to all common
22 areas of the property on which the leased property is located. Common
23 areas include, without limitation, pedestrian walkways and patios,
24 landscaped areas, sidewalks, service corridors, restrooms, stairways,
25 decorative walls, plazas, malls, throughways, loading areas, parking
26 areas, and roads. TENANT's right of access to said common areas shall be

1 non-exclusive and shall be shared with the other tenants, if any, of
2 LANDLORD. TENANT, its employees and business invitees, including the
3 general public, shall have the right, on a non-exclusive basis, to use
4 all parking areas on the property on which the leased property is
5 located. LANDLORD shall maintain the common areas in good condition at
6 all times. LANDLORD shall have the right to establish and enforce
7 reasonable rules and regulations applicable to all tenants concerning the
8 maintenance, management, use and operation of the common areas. The cost
9 of maintenance of the common areas shall be borne solely by LANDLORD and
10 TENANT shall not be required to pay to LANDLORD any sum for the
11 maintenance of the common areas, except that sum which is enumerated in
12 Paragraph 5 of this lease.

13 4. Term. The term of this lease shall be two (2) years and shall commence on
14 January 1, 1982, and shall expire on December 31, 1983.

15 5. Rent. The rent for the leased property shall be as follows:

16 Monthly

17 1-1-82 to 12-31-82 \$551.00

18 1-1-83 to 12-31-83 \$595.00

19 Said rent shall be due and payable on the first of each month and shall
20 be paid by check or warrant to LANDLORD at the address in Para-
21 graph 22.

22 6. Option to Renew. LANDLORD hereby grants TENANT a renewal option for an
23 additional term of two (2) years from and after the expiration of the
24 original term at the same terms and conditions of the original terms
25 except for rent. The option granted herein must be exercised by TENANT
26 giving notice of exercise of renewal option not less than sixty (60) days

1 prior to expiration of the original term.

2 The rent for the additional renewal term shall be:

	<u>Monthly</u>
3 1-1-83 to 12-31-83	\$643.00
4 1-1-84 to 12-31-84	\$694.00

5
6 7. Condition of Premises. LANDLORD covenants that on the commencement of the
7 term of the lease, the leased premises shall be in good condition. TENANT
8 taking possession of the premises on commencement of the term shall
9 constitute TENANT's acknowledgement that the property is in good
10 condition, except as to latent defects of which TENANT has no actual or
11 constructive knowledge.

12 8. Other Payments. The rent obligations set forth in Paragraph 5 above
13 shall be TENANT's sole monetary obligation to LANDLORD.

14 9. Use of Leased Property. TENANT shall use the premises for the purpose of
15 County offices and for no other use without LANDLORD's written consent.
16 TENANT shall not use the premises in any manner that will constitute
17 waste, nuisance or unreasonable annoyance to owners or occupants of
18 adjacent property or other tenants on the property in which the leased
19 property is located. TENANT shall not use the premises for sleeping,
20 washing clothes, cooking or the preparation, manufacture or mixing of any
21 thing that might emit any odor or objectionable noises or lights onto
22 adjacent properties or into the property in which the leased property is
23 located.

24 10. Maintenance by Landlord. LANDLORD, at its sole cost, shall maintain in
25 good condition the following:

26 A. The structural parts of the building and other improvements that are

- 1 a part of the leased property, which structural parts include the
2 foundation, bearing and exterior walls (excluding glass and doors),
3 subflooring and roof;
- 4 B. The unexposed electrical, plumbing and sewage systems, including,
5 without limitation, those portions of the system lying outside the
6 leased property;
- 7 C. Window frames, gutters and downspouts on the building and other
8 improvements that are a part of the leased property;
- 9 D. Heating, ventilating and air conditioning systems servicing the
10 leased property;
- 11 E. Landscaping;
- 12 F. Parking areas, including resurfacing and restriping as shown on
13 Exhibit "A" attached hereto. LANDLORD will restripe parking area as
14 soon as weather permits but no later than May 1, 1982.
- 15 G. LANDLORD will remove or lower the 10' block wall bordering the
16 Merkley Avenue driveway or affix convex mirrors to insure the safety
17 of the general public in utilizing this public facility as soon as
18 weather permits but not later than May 1, 1982.
- 19 11. Default of Landlord. In the event that LANDLORD shall be in default of
20 any obligation under this lease, TENANT shall give written notice to
21 LANDLORD that he has defaulted on his obligation. LANDLORD shall have
22 thirty (30) days after notice from TENANT to commence to perform its
23 obligations under this lease, except that LANDLORD shall perform its
24 obligations immediately if the nature of the problem presents a hazard or
25 emergency. If LANDLORD does not perform its obligations within the time
26 limits in this paragraph, TENANT may perform the obligations itself and

1 shall have the right to be reimbursed for the sum it actually expends in
2 the performance of LANDLORD's obligation. If LANDLORD does not reimburse
3 TENANT within ten (10) days after demand of TENANT, TENANT shall have the
4 right to withhold from future rent due the sum TENANT has expended until
5 TENANT is reimbursed in full. In addition, TENANT is entitled to a
6 partial abatement of rent equal to the reduced value of the leased
7 premises during the time in which LANDLORD's default exceeds the time
8 limits in this paragraph.

9 12. Maintenance by Tenant. TENANT, at its sole cost, shall maintain in good
10 condition the interior of the leased property, including, without
11 limitation, all TENANT's personal property, signs, storefronts, plate-
12 glass and interior and exterior windows. TENANT shall provide its own
13 janitorial services.

14 13. Alterations. TENANT shall not make any structural or exterior alterations
15 to the leased property without LANDLORD's written consent. TENANT, at its
16 sole cost, shall have the right to make, without LANDLORD's written
17 consent, non-structural alterations to the interior of the leased
18 property that TENANT requires in order to conduct its business on the
19 property. In making any alterations that TENANT has a right to make,
20 TENANT shall supply LANDLORD with reasonably detailed final plans and
21 specifications of the proposed alteration and the name of its contractor,
22 if any, at least ten (10) days before the date it intends to commence the
23 alterations. Upon the expiration of this lease, at LANDLORD's option,
24 TENANT shall either remove the alterations and restore the leased
25 property to its original condition or leave the alterations on the
26 premises for the use of LANDLORD.

1 14. Utilities. TENANT shall make all arrangements for and pay for all
2 utilities and services furnished to or used by it, including, without
3 limitation, gas, electricity, water, telephone service and trash
4 collection and for all connection charges except for those utilities and
5 services LANDLORD is to furnish to the leased property pursuant to this
6 paragraph.

7 15. Indemnity. TENANT shall indemnify, defend, and hold harmless LANDLORD,
8 his agents or employees, from and against all claims, demands, losses,
9 damage, liability, cost and expenses, including court costs and counsel
10 fees accruing or resulting to any person, firm, or corporation who may be
11 injured by the acts or omissions of TENANT, its officers, employees, or
12 agents in their use and occupancy of the leased property. LANDLORD shall
13 indemnify, defend, and hold harmless TENANT, its officers, employees, and
14 agents from and against all claims, demands, losses, damages, liability,
15 cost and expense, including court costs and counsel fees accruing or
16 resulting to any person, firm, or corporation who may be injured by any
17 acts or omissions of LANDLORD, his agents or employees in connection with
18 the leased property or the property on which the leased property is
19 located.

20 16. Insurance. TENANT is self-insured for liability through the Yolo County
21 Risk Management Insurance Authority, a joint powers agency.

22 LANDLORD shall, at its sole cost, maintain on the building and other
23 improvements that are a part of the leased property, a policy of standard
24 fire and extended coverage insurance, with vandalism and malicious
25 mischief endorsement, to the extent of the full value of the leased
26 premises.

1 17. Destruction. If, during the term of this lease, the leased property is
2 totally or partially destroyed from any cause, rendering the leased
3 property totally or partially inaccessible or unusable, LANDLORD shall
4 restore the leased property to substantially the same condition as it was
5 immediately prior to the destruction. LANDLORD shall use due diligence in
6 achieving such restoration. If restoration of the leased property is not
7 made within ninety (90) days, TENANT may, at its option, terminate this
8 lease. In the event of a partial or total destruction of the leased
9 property, TENANT shall be entitled to an abatement of rent during the
10 period during which the leased property is partially or totally
11 inaccessible or unusable. The amount of the abatement shall be the sum
12 that bears the same proportion to the same total rent payable as the
13 portion of the leased premises which is inaccessible or unusable bears to
14 the totality of the leased property.

15 18. Condemnation. If the leased property is totally taken by condemnation,
16 this lease shall terminate on the date of taking. If the leased property
17 is partially taken by condemnation, this lease shall continue in full
18 force and effect, except that TENANT shall be entitled to a partial
19 abatement of the rent in the amount which bears the same proportion to
20 the total rent as the amount of the leased property which was taken bears
21 to the totality of the leased property.

22 19. Assignment. TENANT shall not assign or incur its interest in the
23 leased property without the written consent of LANDLORD. A change in the
24 department of TENANT which is the primary occupant and user of the leased
25 property shall not constitute an assignment.

26 20. Default of Tenant. The occurrence of either of the following shall

1 constitute a default by TENANT:

2 A. Failure to pay rent when due, if the failure to pay continues for
3 five (5) days after notice has been given to TENANT;

4 B. Failure by TENANT to perform any other provision of this lease if
5 the failure to perform is not cured within thirty (30) days after
6 notice has been given to TENANT. If the default cannot reasonably be
7 cured within thirty (30) days, TENANT shall not be in default of
8 this lease if TENANT commences to cure default within the thirty
9 (30) day period and diligently and in good faith continues to cure
10 the default. Notices given under this paragraph shall specify the
11 alleged default and applicable lease provisions and shall demand
12 that TENANT perform the provisions of this lease or pay the rent
13 that is in arrears, as the case may be, within the applicable period
14 of time or quit the premises. No such notice shall be deemed a
15 forfeiture or a termination of this lease unless the LANDLORD so
16 elects in the notice.

17 21. Entry Onto Premises. LANDLORD and its authorized representatives shall
18 have the right to enter the leased property at all reasonable times and
19 upon reasonable notice for any of the following purposes:

20 A. To determine whether the property is in good condition and whether
21 TENANT is complying with its obligations under this lease;

22 B. To do any necessary maintenance and to make any restoration of the
23 leased property which the LANDLORD has the right or obligation to
24 perform;

25 C. To serve, post or keep posted any notices required or permitted
26 under the provisions of this lease;

- 1 D. To post "for sale" signs at any time during the term of this lease
2 and to show the premises to prospective brokers, agents, buyers, or
3 persons interested in an exchange;
4 E. To post "for rent" or "for lease" signs or to show the leased
5 property to any prospective tenants during the last thirty (30) days
6 of the term of this lease or during any period in which TENANT is in
7 default;
8 F. To shore the foundations, footings, and walls of the leased property
9 and to erect scaffolding and protective barriers around and about
10 the premises, but not so as to prevent entry to the premises and to
11 do any other act or thing necessary for the safety or preservation
12 of police property.

13 22. Notice. Any notice, demand, request, consent, approval or communication
14 that either party desires or is required to give the other party shall be
15 in writing and either served personally or sent by prepaid, first class
16 mail. Any such writing shall be addressed as follows:

17 TENANT:

18 Clerk of the Board of Supervisors
19 725 Court Street, Room 104
20 Woodland, CA 95695

21 LANDLORD:

22 Petar Barkovic
23 12300 Ohio Avenue
24 Los Angeles, CA 90025

25 Either party may change its address by notifying the other party in
26 writing of the change of address.

23. Waiver. No delay or omission in the exercise of any right or remedy of
either party shall impair the exercise of such right or be construed as a

- 1 waiver, except that the acceptance of delinquent rent shall be construed
2 as a waiver of said default by TENANT. Any waiver or consent permitted or
3 required by this lease shall be in writing and shall not be construed as
4 a waiver of or consent to any other act or omission by the other party.
- 5 24. Assignment. This lease shall be binding on the successors and permitted
6 assigns of both parties to this lease.
- 7 25. Attorney's Fees. If either party commences an action against the other
8 party arising out of or in connection with this lease, the prevailing
9 party shall be entitled to have and recover from the losing party
10 reasonable attorney's fees and costs of suit. Commencing an action
11 against the other party includes the filing and service of a
12 cross-complaint by one party against the other, where the suit was
13 originally commenced by a third party against either party to this lease.
- 14 26. Consent. Wherever consent or approval of either party is required, that
15 party shall not unreasonably withhold such consent or approval.
- 16 27. Time. Time is of the essence of this agreement.
- 17 28. Vacation/Termination. Within ten (10) days after the termination of the
18 term of this lease, TENANT shall surrender to LANDLORD the leased
19 property in as good a condition as it was at the commencement of the term
20 of this lease, reasonable wear and tear accepted. If TENANT fails to
21 surrender the leased property to LANDLORD within ten (10) days after
22 termination of this lease as required by this paragraph, TENANT shall
23 hold LANDLORD harmless from all damages resulting from TENANT's failure
24 to surrender the premises. If TENANT, with LANDLORD's consent or
25 acquiescence, remains in possession of the premises after the termination
26 of the term of this lease, such possession by TENANT shall be deemed a

1 month-to-month tenancy terminable on thirty (30) days' notice given at
2 any time by either party. During such month-to-month tenancy, TENANT
3 shall pay all rent required by this lease on or before the fifth (5th)
4 day of each month. All provisions of this lease, except those pertaining
5 to term, shall apply to month-to-month tenancy.

6 29. Severability. The unenforceability, invalidity or illegality of any
7 provision shall not render the other provisions unenforceable, invalid or
8 illegal.

9 30. Integration. This writing constitutes the entire agreement between the
10 parties and no understanding, written or oral, prior or contemporaneous,
11 shall be of any effect unless set forth in writing in this agreement. No
12 amendments to this agreement shall be of any effect unless in writing and
13 signed by the parties hereto.

14 31. Waiver. A waiver by either party of any breach of any covenant by the
15 other party shall not be deemed a waiver of any other breach.

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TENANT:

COUNTY OF YOLO, a political subdivision
of the State of California

BY *George P. Lucas*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Dated: March 2, 1982

ATTEST:

PETE E. LUCAS, CLERK
BOARD OF SUPERVISORS

BY *Paul M. Cooper*
DEPUTY

(SEAL)

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

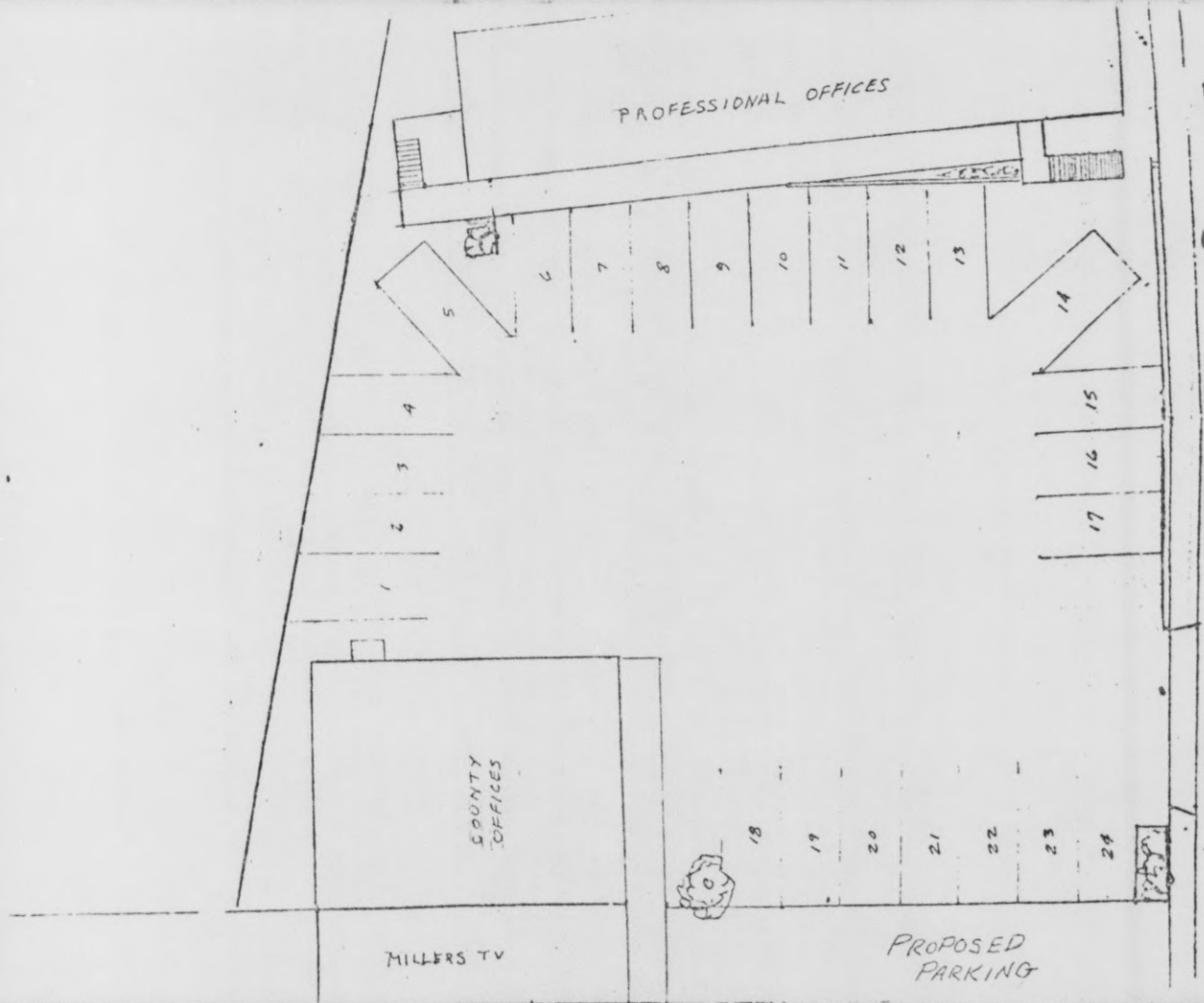
PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Paul M. Cooper
Deputy

LANDLORD:

BY *Petar Barkovic*
Petar Barkovic

Dated: 2-22-82



BK

RETURN TO:
PETE LUCAS
ROOM 104
BOARD OF SUPERVISORS
COURTHOUSE
WOODLAND, CA
95695

C4395

Yolo County Agreement No. 82-50

FILED

APR - 7 1982

(Agreement for the Construction of the
Gibson House Remodeling)

PETE LUCAS, CHAIRMAN OF THE BOARD
BY _____
DEPUTY

THIS AGREEMENT, made and entered into this 18th day of March, 1982, by and between THE COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Kingdom Construction, a corporation duly organized and existing under the laws of the State of California, or (a partnership consisting of _____) or (an individual doing business as _____), (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

RECITALS:

1. WHEREAS, the Board of Supervisors of COUNTY has awarded a contract to CONTRACTOR for the performance of the work set forth herein.

AGREEMENTS:

1. SCOPE OF WORK. CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the contract documents as defined in Section 7 hereof, the work of: _____
The Gibson House Remodeling, State of California, as called for in the drawings and specifications adopted by the COUNTY, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the contract documents, under the direction and supervision of, and subject to the approval of the County and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION:

The work shall be commenced on the date specified in the County's "Notice to Contractor to Proceed", and shall be fully completed no later than 45 days thereafter, or such additional time as may have been provided by change order, pursuant to the contract documents.

Time is of the essence of this agreement.

SECTION 3 - CONTRACT PRICE:

COUNTY shall pay Contractor for the full and complete performance of this contract the sum of Fifty-Two Thousand Eight Hundred and 52,810.00 \$, subject to adjustments as provided in the contract documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS:

Monthly progress payments shall be made in accordance with Article 23 of the General Conditions of these contract documents.

SECTION 5 - FINAL PAYMENT:

Final payment shall be made in accordance with Article 25 of the General Conditions of these contract documents.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the contractor of final payment shall be and shall operate as a release to the County of any and all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and/or neglect of the County or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the

FILED 156 MAR 373

contractor or his sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - CONTRACT DOCUMENTS:

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "contract documents":

Notice to Bidders
Information for Bidders
Bid Form
Designation of Subcontractors
This agreement
Bidder's Bond
Performance Bond
Payment Bond
General Conditions
Special Provisions
Contract Drawings and Plans
Technical Specifications
Duly issued addenda
Duly issued interpretations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions.
Shop Drawings and Manufacturers' Instructions approved pursuant to Article 5 of the General Conditions.
Approved Change Orders
Contractor's Guarantee and Bond

Such documents, collectively referred to herein as the contract documents, hereby are incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

By: *George R. Deane* OWNER, COUNTY OF YOLO
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS,
CLERK OF THE BOARD OF SUPERVISORS

By: *Anna M. Colvin*
Deputy

(SEAL)

Approved as to Form
Dated _____

Anna M. Colvin
County Clerk of Yolo County

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Anna M. Colvin
Deputy

CONTRACTOR:

Kingdom Konstruktion
Name

Paul L. Chat
President

(Official Title)

2945 Ramona Avenue
Sacramento, Ca. 95826
(Business Address)

397040

(License Number)

BOOK 1510 PAGE 374

CORPORATE CERTIFICATE

I, Rosemary HARRIS, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Robert J. Harris, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)



Rosemary Harris
(Secretary)

004395

OFFICE RECORDS
RECORDED BY
County Of Yolo

MAR 25 10 56 AM '82

PETE
COUNTY RECORDER *M/c*

01395

Agreement 1

BOOK 1510 PAGE 375

FILED

MAR - 5 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY *Paula M. Cooper*
DEPUTY

AGREEMENT NO. 82-51

THIS AGREEMENT, made and entered into this 2nd day of March, 1982, by and between the County of Yolo, a political subdivision (hereinafter referred to as COUNTY) and David A. Tucker (hereinafter referred to as CONTRACTOR),

WITNESSETH:

RECITALS:

1. By Minute Order No. 81-711, the Yolo County Board of Supervisors approved retaining an individual to assist the County in performing its museum operations.
2. Government Code Section 31000 authorizes the board of supervisors to contract for special services on behalf of any county officer or department, such contracts to be with persons specially trained, experienced, expert and competent to perform the special services. CONTRACTOR is uniquely qualified to perform the services called for in this agreement. COUNTY desires to employ CONTRACTOR to perform those services and CONTRACTOR desires to enter into said agreement.

AGREEMENTS:

1. CONTRACTOR, for and in consideration of the covenants, conditions and agreements set forth in this agreement, does hereby agree to furnish to COUNTY the services set forth in Exhibit A to this agreement.
2. CONTRACTOR shall attend such meetings, including, but not limited to, meetings of the Yolo County Museum Association, a non-profit corporation, as are required for the performance of the tasks set forth in Exhibit A.
3. CONTRACTOR shall perform all services required pursuant to this agreement in the manner and according to the standards observed by a competent

- 1 practitioner of the profession in which CONTRACTOR is engaged. All work
2 products of CONTRACTOR shall be performed in a substantial first-class
3 and workmanlike manner and shall conform to the standards of quality
4 normally observed by a person practicing CONTRACTOR's profession.
- 5 4. No performance of this agreement or any portion thereof may be assigned
6 or subcontracted by CONTRACTOR to any other person without the express
7 written consent of COUNTY first had and obtained. Any attempt by
8 CONTRACTOR to assign or subcontract the performance or any part thereof
9 of this agreement without said consent shall be null and void and shall
10 constitute a breach of this agreement. Whenever CONTRACTOR is authorized
11 to subcontract or assign, CONTRACTOR shall include all the terms of this
12 agreement in any such subcontract or assignment.
- 13 5. It is specifically agreed that CONTRACTOR is an independent contractor
14 and that CONTRACTOR shall have no authority, expressed or implied, to act
15 on behalf of COUNTY or to bind COUNTY to any obligation whatsoever. It is
16 further understood and agreed that CONTRACTOR, as an independent
17 contractor, is not subject to the direction and control of COUNTY, except
18 as to final result. CONTRACTOR shall be solely liable and responsible to
19 pay all required taxes and other obligations, including, but not limited
20 to, Federal and State income tax and Social Security taxes. CONTRACTOR
21 agrees to indemnify and hold harmless COUNTY from any liability which it
22 may incur to the United States or to the State of California for taxes as
23 a consequence of this agreement.
- 24 6. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its
25 officers, agents and employee from and against all claims, demands,
26 losses, damages, costs and expenses of whatever nature, including court

- costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this agreement.
7. This agreement shall commence on March 2, 1982 and shall end on October 31, 1982.
8. COUNTY shall have the right to terminate this agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. COUNTY shall also have the right to terminate this agreement forthwith for failure of the CONTRACTOR to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to CONTRACTOR upon receipt of a report covering compensation earned to the date of termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due CONTRACTOR under this agreement and the balance, if any, shall be paid to CONTRACTOR upon demand.
9. CONTRACTOR shall maintain a complete and accurate set of records showing the services performed and hours worked in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement, and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time and place during the performance of this agreement and for a period of three (3) years from the date of the final payment pursuant to this agreement.
10. Time is of the essence of this agreement.
11. No alteration or variation of the terms of this agreement shall be valid

- 1 unless made in writing and signed by the parties hereto and no oral
2 understandings or agreements not incorporated herein, shall be binding on
3 any of the parties hereto.
- 4 12. CONTRACTOR shall fully comply with all applicable Federal, State and
5 local laws, ordinances and regulations. CONTRACTOR shall secure and keep
6 in full force and effect any permits or licenses required for the
7 performance of his duties under this agreement.
- 8 13. COUNTY agrees to pay CONTRACTOR as follows:
- 9 A. CONTRACTOR shall be paid on an hourly basis for work actually
10 performed at the rate of \$10.37 per hour for not more than 16 hours
11 each week. The maximum total amount payable under this contract is
12 \$5,100.00.
- 13 B. Said compensation shall be paid in monthly installments. CONTRACTOR
14 shall submit to COUNTY's Director of Parks, Museum & Grounds, a
15 claim as hereinafter described for services rendered and shall be
16 paid by COUNTY within a reasonable time thereafter.
- 17 C. Upon completion of each month's service, CONTRACTOR shall submit a
18 claim to COUNTY. Said claim shall set forth the performance for
19 which payment is sought, delineating the days worked, number of
20 hours worked on each day and generally describing the work
21 performed, as well as any such additional information as COUNTY may
22 require. If COUNTY determines that such performance has been
23 completed in accordance with this agreement, COUNTY shall approve
24 such claim and CONTRACTOR shall be paid as set forth above.
- 25 14. COUNTY shall provide support services to CONTRACTOR, as such services are
26 available, including, but not limited to, secretarial assistance, office

1 space, materials and supplies.

2 IN WITNESS WHEREOF, the parties hereto have executed this agreement the
3 day and year first written above.

COUNTY OF YOLO, a political subdivision
of the State of California

4
5 BY *George P. Davis*
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK
10 BOARD OF SUPERVISORS

11 BY *Paula M. Cooper*
12 DEPUTY

(SEAL)

13 CONTRACTOR

14 BY *David A. Tucker*
15 DAVID A. TUCKER

16 The undersigned Deputy Clerk
17 of the Board of Supervisors
18 certifies that pursuant to
19 Section 25103 of the Govern-
20 ment Code, delivery of this
21 document has been made to the
22 Chairman of the Board of
23 Supervisors.

24 PETE E. LUCAS,
25 CLERK OF THE BOARD
26 OF SUPERVISORS

Paula M. Cooper
Deputy

FILED

AGREEMENT NO. 82-52

MAR - 5 1982

CONTRACT FOR PROFESSIONAL SERVICES IN
PREPARATION OF ENVIRONMENTAL IMPACT REPORT

PETE E. LUCAS, CLERK OF THE BOARD

BY FRANK COOPER
DEPUTY

THIS CONTRACT, executed as of the First day of March, 1982,
by and between the COUNTY OF YOLO, hereinafter referred to as "County",
acting through the Director of the Community Development Agency, hereinafter
referred to as "the Director", and Larry Seeman Associates, Inc.

hereinafter referred to as "Consultant", whose address is 2606 Eighth Street,
Berkeley, California 94710

WITNESSETH:

WHEREAS, County is considering the application of the United States
Gypsum Company for the
proposed gypsum products manufacturing plant
as set forth in Exhibit "A", attached hereto, and by this reference incorporated
herein and made a part hereof, hereinafter referred to as "the Project"; and,

WHEREAS, County's Environmental Impact Report Requirements and Proce-
dures and Environmental Impact Statement Guidelines require preparation of an
environmental impact report on the project and review thereof by County staff;
and,

WHEREAS, the Director has determined that it is in the best interest of
County to obtain the services of a Consultant to prepare the Environmental
Impact Report, hereinafter sometimes referred to as "EIR", and is authorized to
engage the services of Consultant for the purpose.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES: Consultant shall perform all the necessary services provided under this Contract in connection with the Project and shall perform, in a manner satisfactory to the Director, the following:

a. The preparation of a Draft EIR in accordance with the laws of the State of California, the State CEQA Guidelines, Ordinances, and Title 10 of the Yolo County Code, the CEQA Guidelines of Yolo County, and the work program for the report established by the Director as set forth in Exhibit "B" attached hereto and made a part hereof by reference. Upon acceptance of the Draft EIR by the Director, 50 copies of the accepted Draft EIR shall be submitted to the Director.

b. Presentation of the Draft EIR to the Yolo County Planning Commission or other County decision making body, and participation in public hearings held by such body on the Draft EIR if the work program so requires.

c. Revision of Draft EIR to a proposed Final EIR, a Final EIR shall consist of the Draft EIR, a section listing organizations and persons consulted and containing the comments received through the consultation process described in Article 10 of said State Guidelines and Title 10 of the County Code, either verbatim or in summary, and response of the County to significant environmental points raised in the review and consultation process. Consultant shall respond to comments received and make appropriate text revisions. Where need to respond is in question, the Director shall make the final determination whether the Consultant shall respond, but formulation of the response shall be the responsibility of the Consultant. Consultant shall deliver 50 copies of the proposed Final EIR.

d. Presentation of proposed Final EIR to the Planning Commission or other County decision making body and attendance at public hearings on the proposed Final EIR if the work program so requires.

e. Presentation of Environmental Impact Report to County's Board of Supervisors and attendance at any public hearings held by the Board if the work program so requires.

f. Submission of a final billing for the expenses pertaining to the scope of services of the contract.

2. INFORMATION TO BE FURNISHED BY THE DIRECTOR: The Director shall make available library resources and studies, file material and specific information of a public nature as may be required by the Consultant. The Consultant shall review such materials prior to commencement of original work, and reference such materials incorporated by Consultant into the EIR.

3. TIME OF PERFORMANCE: The services of Consultant are to commence upon execution and receipt of the Contract by Consultant, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purpose of this Contract, but in any event the preliminary Draft EIR shall be completed and submitted to the Planning Department not later than 45 days from the date of receipt of the contract and the services required under Section 1c above shall be completed not later than 45 days after the close of the review and consultation period.

4. LIQUIDATED DAMAGES: The County and Consultant agree that delays in performing said Contract within the time limits contained herein are impracticable and difficult to ascertain and assess and, therefore, it is agreed by and between these parties that County shall have the right to assess each liquidated damage and agreed upon damages, but not as a penalty, the sum of

Seventy-five dollars - - - - - (\$ 75.00) per day for each working day, excluding weekend, if the consultant fails to submit the draft EIR or fails to respond to comments within the time limits set forth in paragraph 3. Such damages shall only be paid by Consultant to County if the delay is a result of the failure of Consultant to perform on his part.

5. COMPENSATION:

a. The County will pay Consultant Twenty-two thousand ninety-nine dollars - - - - - (\$ 22,099.00) for the rendition of services as required under this Contract.

b. Said amount shall be paid according to the following schedule:

(1) Twelve thousand eight hundred dollars - - - - -
(\$ 12,800.00) shall be paid upon submittal of the preliminary Draft EIR with the County in a timely fashion;

(2) Four thousand six hundred forty dollars - - - - -
(\$ 4,640.00) upon acceptance of the Draft EIR by the Director for public distribution and review;

(3) Three thousand ninety-five dollars - - - - -
(\$ 3,095.00) shall be paid upon final certification of the EIR by the Lead Agency;

(4) One thousand five hundred sixty-four dollars - - - - -
(\$ 1,564.00) shall be paid upon expiration of the applicable Statute of Limitations without challenge of the adequacy of the Final EIR. If the final EIR is challenged, the said sum shall be withheld and applied as necessary to reimburse the courts for any expenses for which the Consultant has warranted himself liable under paragraph 6.

After reimbursement of the County for any and all expenses, any remaining balance of said sum shall be paid to the Consultant.

6. WARRANTY:

a. Consultant warrants that he has the expertise or has experts available to help him in the preparation of said EIR in a workmanlike manner.

b. Consultant further warrants that he will prepare a legally adequate Final EIR. If the adequacy of said EIR is legally challenged, Consultant agrees to make promptly modifications in the Final EIR required by the court or deemed advisable by County Counsel to comply with CEQA, or reimburse the County for the reasonable costs of such modifications in the event the Consultant chooses not to make the modifications, in which case the County shall have the right to retain another consultant to make said modifications. Consultant also agrees to indemnify the County for court costs and attorney's fees, if any, awarded against the County attributable to the inadequacy of the Final EIR.

c. Consultant's liability under this warranty shall not be limited to the ten percent (10%) balance retained by the County under paragraph 5b(4) above.

7. TERMINATION OF CONTRACT FOR CAUSE: If, through any cause, Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if Consultant shall violate any of the covenants, agreements or stipulations of this Contract, the Director shall thereupon have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date hereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished

documents, data, studies, and reports prepared by Consultant under this Contract shall, at the option of the Director, become County's property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, Consultant shall not be relieved of liability to County for damages sustained by the County by virtue of any breach of the contract by Consultant and County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due County from Consultant is determined.

8. TERMINATION FOR CONVENIENCE OF COUNTY: County may terminate this Contract any time by notice in writing from County to Consultant. If the Contract is terminated by County as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, Consultant shall be reimbursed, in addition to the above payment, for that portion of the actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Consultant to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of Consultant, paragraph 6 hereof, relative to termination, shall apply.

9. CHANGES: County may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation,

which are mutually agreed upon by and between County and Consultant, shall be incorporated in written amendments to this Contract, or attached work program.

10. EXTENSIONS OF TIME: Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions which are mutually agreed upon by and between County and Consultant shall be incorporated in written amendments to this Contract or attached work program.

11. COMPLIANCE WITH LOCAL LAW: Consultant shall comply with all applicable laws, ordinances, and codes of State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

12. SUBCONTRACTING: None of the services covered by this Contract shall be subcontracted without the prior written consent of the Director. Consultant shall be as fully responsible to the Director for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

13. ASSIGNABILITY: Consultant shall not engage any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Director. Provided, however, the claims for money due or to become due Consultant from County under this Contract may be assigned to a Bank Trust Company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Director.

14. INTEREST OF CONTRACT: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Project or the project area, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. Consultant

further covenants that in the performance of this Contract, no person having any such interest shall be employed.

15. FINDINGS CONFIDENTIAL: All of the reports, information, and data prepared or assembled by Consultant under this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Director.

16. INDEMNIFICATION AND INSURANCE:

a. Consultant shall defend, indemnify, and save County harmless from any claim, demand, or cause of action that may be asserted against County for personal injury, including death, or damage to property arising out of or in connection with the performance by Consultant or Consultant's obligation.

b. Consultant shall obtain and keep in force compensation insurance as required by law to protect Consultant and Consultant's employees under Workmen's Compensation Insurance Laws of the State of California. Consultant shall provide County with a suitable statement certifying to said protection and defining the terms of the policy issued within five (5) days after the execution of this Contract.

c. Consultant shall obtain and keep in force, with a company acceptable to County, a policy of public liability insurance naming County as an additional insured which policy shall be in such amount as shall be acceptable to County covering Consultants obligations under subparagraph a above. Consultant shall provide County with a certificate evidencing such protection and defining the terms of the policy issued within 14 days after the execution of this Consultant.

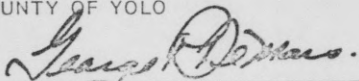
17. INDEPENDENT CONTRACTOR: The Consultant is not an employee of the County and shall be classified as an independent contractor.

18. ADDITIONAL TERMS:

In Witness Whereof, the parties have executed this contract on the date first above written.

COUNTY OF YOLO

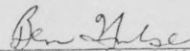
By



George P. DeMars, Chairman
Board of Supervisors

COUNTY OF YOLO

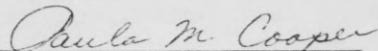
By



Jeff L. B. (Ben) Hulse, Director
Community Development Agency

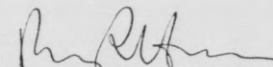
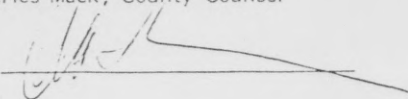
COUNTY OF YOLO PETE E. LUCAS, Clerk of the
Board of Supervisors

By



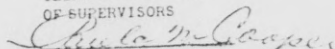
Approved as to form:
Charles Mack, County Counsel

By


Vice President LSA
Consultant

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS


Deputy

FILED

MAR 12 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY: *[Signature]*
DEPUTY

AGREEMENT NO. 82-53

THIS AGREEMENT, dated for convenience this 9th day of March, 1982, in the State of California, by and between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as COUNTY), and Home and Land Title Company, a corporation (hereinafter referred to as CONTRACTOR),

WITNESSETH:

RECITALS:

1. COUNTY desires to obtain the services of CONTRACTOR for daily delivery, Monday through Friday (except holidays) of the film of the previous day recordings of the Yolo County Recorder's Office.
2. CONTRACTOR desires to provide such service.

AGREEMENTS:

1. Work. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement does hereby agree to furnish to COUNTY the following described delivery services: CONTRACTOR shall pick up the film of the previous day's recordings of the Yolo County Recorder's Office from the Mark Larwood Company, located at 601 Bercut Dr., Sacramento, Ca. after 12:00 p.m. and shall deliver the film to the Yolo County Recorder's Office on or before 4:00 p.m. of the same day, Monday-Friday, except holidays. In the event of an accident involving CONTRACTOR's vehicle, or in the event the film is not available at the time CONTRACTOR arrives at the Mark Larwood Company, CONTRACTOR will not be responsible for delivery of the film for that day.
2. Vehicle Maintenance. CONTRACTOR shall perform its service using a vehicle supplied by CONTRACTOR. CONTRACTOR shall be responsible for the vehicle's

- 1 maintenance and repair. CONTRACTOR shall be released from its commitment
2 for delivery on a day if there is mechanical failure of the vehicle;
3 however, at no time shall delivery be delayed more than one working day.
- 4 3. Licenses. CONTRACTOR shall secure and maintain throughout the term of
5 this Agreement all necessary and appropriate licenses for the vehicle and
6 driver of the vehicle to make the described deliveries.
- 7 4. Exculpatory Clause. CONTRACTOR shall indemnify and defend, and hold
8 harmless COUNTY, its officers, agents, and employees from and against all
9 claims, demands, losses, damage, liability, cost and expenses of whatever
10 nature, including court costs and counsel fees accruing or resulting to
11 any person, firm or corporation who may be injured by CONTRACTOR in the
12 performance of this Agreement.
- 13 5. Independent Contractor. It is specifically agreed that in the making and
14 execution of this Agreement, CONTRACTOR and any agents and employees of
15 CONTRACTOR, are independent contractors and are not and shall not be
16 construed to be agents or employees of COUNTY, and that CONTRACTOR shall
17 have no authority, expressed or implied, to act on behalf of COUNTY or to
18 bind COUNTY to any obligation whatsoever.
- 19 6. Compensation. The consideration to be paid CONTRACTOR, as provided
20 herein, shall be in compensation for all of CONTRACTOR's expenses
21 incurred in the performance hereof.
- 22 7. Payment. COUNTY, for and in consideration of the covenants, conditions,
23 agreements, and stipulations of the CONTRACTOR herein expressed, does
24 hereby agree to pay as total compensation to CONTRACTOR the sum of Thirty
25 Dollars (\$30.00) per month, payable at the end of each month. In
26 addition, COUNTY shall provide to CONTRACTOR a duplicate of the 35 mm

- 1 roll of film of each book as it is furnished.
- 2 8. Term. The term of this Agreement shall commence on execution and delivery
- 3 of this agreement, and it shall extend until April 30, 1982. The term of
- 4 this Agreement may be extended by the mutual consent of the parties
- 5 hereto. For any such extension, the amount of compensation set forth
- 6 above may be changed by mutual consent.
- 7 9. Termination. The parties hereto shall have the right to terminate this
- 8 Agreement at any time upon thirty (30) days' written notice to the other
- 9 party. COUNTY also shall have the right to terminate this Agreement
- 10 immediately for failure of CONTRACTOR to comply with the terms and
- 11 conditions of this Agreement. In the event of such immediate termination,
- 12 COUNTY may proceed with the work in any manner deemed proper by the
- 13 COUNTY. The cost to COUNTY shall be deducted from any sum due to
- 14 CONTRACTOR under this agreement, and the balance, if any, shall be paid
- 15 to CONTRACTOR upon demand.
- 16 / / /
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- 24 / / /
- 25 / / /
- 26 / / /

1 IN WITNESS WHEREOF, this Agreement has been executed by the parties
2 hereto.

3 Dated: March 9, 1982

COUNTY OF YOLO, a political subdivision
of the State of California

4 BY *George D. Jones*
5 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

6 ATTEST:

7 PETE E. LUCAS, CLERK
8 BOARD OF SUPERVISORS

9 BY *Pete E. Lucas*
10 DEPUTY
11 (SEAL)
12

13 Dated: Feb. 5, 1982

HOME AND LAND TITLE COMPANY

14 BY *James C. Baird*
15 Vice-President

16 The undersigned Deputy Clerk
17 of the Board of Supervisors
18 certifies that pursuant to
19 Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

20 PETE E. LUCAS,
21 CLERK OF THE BOARD
OF SUPERVISORS

22 *Pete E. Lucas*
23 Deputy
24
25
26

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1 day of October, 1982,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

Agreement No. 82-54

TITLE OF OFFICER ACTING FOR STATE DIRECTOR	AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	NUMBER 1765
---	--	----------------

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, materials and personnel necessary to perform the number and types of inspections, designated below, in accordance with the obligations and specifications set forth in Exhibit 'A' which is attached hereto and incorporated herein by this reference.

INSPECTION TYPE

NUMBER
TO BE PERFORMED

- A) Structural Fumigation
B) Yard, Home, Food Handling Establishments
C) Commodity Fumigation, Greenhouses and Nurseries,
and Government Agency Treatments

TOTAL INSPECTIONS

5
10
FILED
MAY 14 1982

PETE E. LUCAS, CLERK OF THE BOARD
BY WILLIAM W. HARRIS
DEPUTY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	Agree, #82-54	CONTRACTOR
AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR, IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC. COUNTY OF YOLO	
BY AUTHORIZED SIGNATURE <u>[Signature]</u>	BY AUTHORIZED SIGNATURE <u>[Signature]</u>	
TITLE BUSINESS SERVICE OFFICER	TITLE Chairman, Board of Supervisors	
ADDRESS 725 Court Street, Rm. 104, Woodland, Ca. 95696		

(CONTINUED ON — SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY	AMOUNT ENCUMBERED \$ 1,320	APPROPRIATION SUPP O&SE	FUND GENERAL
	UNENCUMBERED BALANCE	ITEM	STATUTES
	\$	857-001-001	81
	ADD INCREASING ENCUMBRANCE	CHAPTER	FISCAL YEAR
	\$	99	81/82
	ADD DECREASING ENCUMBRANCE	FUNCTION	
	\$	PEST MGMT./USPE Grant	
		1-03-400-051-00200	
		LINE ITEM ALLOTMENT	
		State Component	

I hereby certify upon my own personal knowledge that indicated funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER
[Signature]

DATE
1/1

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY
[Signature]

DATE
4/2/82

Department of General Services
APPROVED
APR 27 1982

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. This agreement shall become effective on October 1, ¹⁹⁸²~~1982~~, and shall continue in effect until September 30, 1982, unless sooner terminated.

9. The Contractor shall direct all inquiries and notices with respect to this agreement to the State Coordinator for Urban Structural Pesticide Use Enforcement, California Department of Food and Agriculture, Room A-176, 1220 N Street, Sacramento, California 95814. The State shall direct all notices to Contractor at the address contained herein above.

10. The Contractor shall submit to the State Coordinator, in triplicate, invoices for all services performed. The invoices shall be submitted at the end of each calendar quarter commencing January 1, 1982. Each invoice shall itemize all direct costs, administrative costs, and operating overhead expenses incurred by the Contractor in the performance of this agreement. Each invoice shall be accompanied by copies of receipts for the purchase or rental of supplies or equipment. Payment shall be made on the basis of the invoices upon certification by the State Coordinator that Contractor has complied with the terms and conditions of this agreement. Such certification shall not be unreasonably withheld.

11. The Contractor shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after September 30, 1982, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

12. The total amount payable under this agreement shall not exceed \$ 1,320 in accordance with attachment described as "Budget Sheet" and identified as Exhibit A-1 which by this reference is made a part hereof.

13. Except as provided in paragraph 3 above, either party may terminate this agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination, the Contractor shall not commence work on any new inspections, but shall complete all inspections previously begun, together with all reports.

14. This agreement is subject to the Fair Employment Practices Addendum attached hereto as Exhibit 'B' and incorporated herein by this reference.

15. This agreement shall not be considered effective unless signed by both parties.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 26103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Pete E. Lucas
Deputy

EXHIBIT A
CONTRACT SPECIFICATIONS FOR STATE-COUNTY ENFORCEMENT GRANT
RELATING TO URBAN/STRUCTURAL PESTICIDE USE ENFORCEMENT

This document is an attachment to, and forms a part of, the Agreement entered into between the State of California and one or more of its counties for Urban/Structural Pesticide Enforcement. This document shall define inspection types. Included in it are inspection specifications, required inspection documentation, inspection follow-up procedures, enforcement action procedures, and the requirements for case development on serious violations. Also given are the obligations and responsibilities of the California Department of Food and Agriculture, hereafter "DFA," the county agricultural commissioners of those counties participating in the State-County Urban/Structural Pesticide Use Enforcement Grant, hereafter "CAC," the Structural Pest Control Board, hereafter "SPCB," and the United States Environmental Protection Agency, hereafter "EPA."

ARTICLE I. INSPECTIONS

Section 1.01. "Inspection" includes not only the initial inspection but any follow-up inspections that may be necessary to achieve compliance.

Section 1.02. There are the following inspection types:

"A" Structural fumigation - this includes all residential or structural fumigations.

"B" Yard, home, food handling - this includes all structural pest control operators (Branch 2) and agricultural pest control operators (residential category) working under these licenses.

"C" Commodity fumigation - this includes all fumigation of commodities.

Greenhouse and nursery - this includes all pesticide activities in greenhouses or nurseries located in an urban environment.

Governmental agency treatment - this includes all pesticide activities of federal, state, county, and local governmental agencies including school districts, park and recreation districts, etc.

ARTICLE II. INSPECTION SPECIFICATIONS

Section 2.01. Urban/Structural pesticide use enforcement inspections will be carried out by the CAC and/or his properly certified staff. These inspections will monitor pesticide applications for compliance with state laws and regulations including the following:

- A) Verification of proper and valid licensing or certification, county registration, and pesticide use permits.
- B) Compliance with registered labeling (pest, commodity, site, dosage, application methods and equipment, safety and detection equipment, etc.). All violations of FIFRA must be documented according to DFA guidelines and a photograph of the actual label or the actual pesticide label from the container must be included with the inspection report.

- C) Maintaining pest control equipment in good repair and safe operating condition (including adequate tarping during fumigation operations).
- D) Use of devices to weigh or measure concentrate materials shall be calibrated to the smallest unit in which material is being weighed or measured.
- E) Maintaining a uniform mixture at all times, both in operating rigs and service rigs.
- F) Performing all pest control under climatic and environmental conditions which are suitable to ensure proper applications of materials minimizing the hazards of pesticide drift onto persons, animals, or other non-target areas.
- G) Applying a pesticide onto a property only with the consent of the owner or person in possession of the property.
- H) Giving warnings adequate to advise the person in charge of the property to be treated of the nature of the pesticide and any precautions to be observed.
- I) Using an air gap separation or health department approved backflow prevention device for pesticide equipment that draws water from a public source.
- J) Labeling of service containers.
- K) Name and address appearing on equipment used for mixing or applying pesticides. (Fumigators may have "Fumigation Division" or similar wording and license number rather than name and address.)

Section 2.02. Where appropriate inspections shall also include a check for compliance with DFA regulations concerning storage, transportation, and disposal of pesticides and their containers.

Section 2.03. If the pesticide application is for an agricultural use (golf course, park, cemetery, roadside, power line right-of-way, nursery, or school yard) the following additional items should be inspected for compliance:

- A) If a recommendation was given was it:
 - 1) Given by a licensed adviser or qualified person exempt from licensing.
 - 2) Given in writing and complete.
 - 3) In compliance with the registered labeling.
- B) Is the person who sold the pesticide licensed as a pesticide dealer.
- C) Are worker safety regulations being followed in situations where employees mix, load, apply, store, or otherwise handle pesticides.

Section 2.04. Inspections should also verify compliance to SPCB laws and regulations. Some of these include:

- A) Notification to local fire departments of structural fumigations.

B) Proper posting of treated areas.

C) Urban/structural reentry times.

ARTICLE III. INSPECTION DOCUMENTATION

Section 3.01. During application inspections the items covered under Article II and any additional applicable areas shall be documented on a form used during the inspection. The forms to be used shall be the DFA provided form for inspections of categories A and B. All other inspections shall be done on DFA form 33-021 or a county developed form approved by the State Coordinator.

Section 3.02. The DFA will provide training to the counties concerned with the use of the inspection form to document findings. The main purpose of this training will be to make county biologists aware of items to be looking for during inspections that are not spelled out on the inspection form.

Section 3.03. If it becomes apparent during the contract period that the inspection documentation form is not adequate, a revised inspection form may be developed. The development of a revised form shall be carried out by the DFA, with input and suggestions from CAC's.

Section 3.04. Whenever a violation is found during an inspection, the violation shall be documented on the inspection form. The inspection form used shall also indicate whether or not a follow-up inspection is required or if the violation was brought into compliance during the inspection.

ARTICLE IV. INSPECTION FOLLOW-UP PROCEDURE

Section 4.01. When a violation is noted during an inspection, it may be brought into compliance during the inspection. However, the inspection report shall indicate that such a violation was noted and that it was brought into compliance. When violations occur which cannot feasibly be corrected during the inspection, the biologist shall require correction of such a violation by a given correction date which shall be indicated on the inspection report. A documented follow-up inspection shall be made shortly after the correction date to verify whether or not compliance has been achieved. If the follow-up inspection shows continued noncompliance, appropriate enforcement action shall be taken.

ARTICLE V. ENFORCEMENT ACTION PROCEDURES

Section 5.01. Enforcement action will be taken by the CAC, DFA, or the EPA as appropriate for any violation of label requirements or other pesticide use laws or regulations. Violations of FIFRA will be sent to EPA for their review. If a violation is determined to be a high-level episode, EPA will be involved as provided in the Cooperative Agreement between the State of California Department of Food and Agriculture, the California Agricultural Commissioners' Association, and the United States Environmental Protection Agency, Region IX.

Section 5.02. The enforcement guidelines section of DFA's Pesticide Management Manual should be consulted to determine appropriate enforcement for violations found.

ARTICLE VI. CASE DEVELOPMENT ON SERIOUS VIOLATIONS

Section 6.01. Serious violations include violations which pose a serious or imminent health hazard, high-level episodes, or violations which have not been brought into compliance after two follow-up inspections. The DFA shall provide training to counties on case development for such serious violations. The CAC shall take the lead role in developing a case file for such violations. The DFA and EPA may also be involved if appropriate.

ARTICLE VII. AGENCY RESPONSIBILITY

Section 7.01. The DFA shall have the following obligations and responsibilities:

- A) In cooperation with EPA take a lead role in providing training to CAC enforcement personnel. Training may be given in group seminars as well as individually during inspections. Training will consist of a review of what is expected on each inspection, subsequent documentation, follow-up, enforcement actions, and case development on serious violations.
- B) Provide inspection form for all inspections of categories A and B.
- C) Participate in periodic meetings with CAC to review inspections, violations, documentation of these, and appropriateness of enforcement actions.
- D) Provide assistance as needed to the CAC's for development of cases on serious or continued violations.
- E) Tabulate county reports and provide a quarterly report to EPA summarizing inspection statistics. Included in this summary shall be:
 - 1) Total number and types of inspections.
 - 2) Compliance levels.
 - 3) Any additional information that is found useful to accurately summarize inspection activities.
- F) State Coordinator shall participate in monthly meetings with EPA to review the past month's violations, appropriateness of enforcement actions, and sufficiency of evidence.

Section 7.02. The CAC shall have the following obligations and responsibilities:

- A) Send biologists and if necessary any supervisory or clerical personnel to training seminars put on by DFA which involve urban/structural pesticide use enforcement. Such seminars may be held outside of their county.
- B) Send biologists and/or supervisory personnel to periodic meetings as outlined under DFA responsibilities. These meetings may also be held outside of their county.
- C) Perform the minimum number and type of inspections (Type A-C) agreed upon in the contract. The number of inspections designated for a given county

includes any follow-up inspections that become necessary. These inspections shall be comprehensive, documented, and followed up with appropriate enforcement action pursuant to the specifications stated in the text of this contract.

- D) Submit to the State Coordinator within seven working days after the first of each month a brief narrative statement reviewing the past month's accomplishments, problems, enforcement actions, and questions. No statistics need be included as DFA will tabulate inspection data.
- E) Permit joint inspection activities with DFA. Such joint inspections will be to provide in-field training for individual biologists.
- F) Inspections of Type A and B shall be submitted to DFA on DFA provided form.
- G) A copy of all inspection reports and weekly summary sheet shall be sent to county's State Field Supervisor by Wednesday of the following week. An estimation of the time required to complete each investigation shall be included on weekly reports. The hour (or fraction thereof) recorded shall include travel to and from the inspection site, follow-up time, and time required by the inspector/biologist to complete the necessary paperwork.

Section 7.03. Pursuant to Pesticide Enforcement Grant, the EPA shall have the following obligations and responsibilities:

- A) Assist DFA in providing training to CAC as may be needed.
- B) Participate in as many meetings with DFA and CAC as possible. These meetings will be to review inspections, violations, documentation of these, and appropriateness of enforcement actions.
- C) Participate in monthly meetings with DFA.
- D) In cooperation with DFA and CAC participate in investigations of high-level episodes as provided for in the cooperative agreement referred to in Article V, Section 5.01.

ARTICLE VIII. JOINT RESPONSIBILITIES

Section 8.01. No inspections under this grant will be done by EPA or DFA, except in cooperation with the CAC in the particular county of investigation.

Section 8.02. If the funding, scope of inspections, number of inspections, or authority of participants changes during the contract period, such changes shall be put in writing and agreed upon by those participants affected prior to putting such changes into effect.

Section 8.03. If legal action prevents the County Agricultural Commissioners or the State from completing one or more specific categories of inspections, the State, with EPA approval, may reapportion the number of inspections among the remaining categories so that the total number of inspections called for in this contract will not change.

ARTICLE IX. CONCLUSION

Section 9.01. This document, Exhibit A to the State-County Enforcement Grant Agreement, consists of nine articles including this article. No changes or additions shall be made to this document except as provided in the Grant Agreement.

YOLO COUNTY DEPARTMENT OF AGRICULTURE
URBAN-STRUCTURAL BUDGET COSTS

Specifications

Contract Time - October 1, 1981, to September 30, 1982
Work Days Available - 252
Number of Inspections Required - 25

	<u>Required Inspections</u>
A) Structural Fumigation	5
B) Yard, Home, Food Handling Establishments	10
C) Commodity Fumigation, Greenhouses and Nurseries and Government Agency Treatments	10
TOTAL INSPECTIONS	<u>25</u>

Personnel Involved

Deputy Agricultural Commissioner - 1
Agricultural Biologists - 3
Administrative Clerk III - 1

Time Involved

25 Inspections X 2 hours per inspection	=	50 hours
Supervision and Coordination (Deputy Agric. Commissioner)	=	8 hours
Administrative Clerk III	=	8 hours
Training (3 Agric. Biologists X 4 hours each)	=	12 hours
TOTAL MANHOURS		<u>78 hours</u>

County Costs

Deputy Agricultural Commissioner (1) (8 hours X \$17.60)	=	\$140.80
Agricultural Biologists (3) (62 hours X \$13.03)	=	807.86
Administrative Clerk III (1) (8 hours X \$9.37)	=	74.96
Travel Mileage (750 X \$.23 per mile)	=	172.50
COST SUB-TOTAL		<u>\$1,196.12</u>
Overhead (10%)	=	\$120.00
TOTAL CONTRACT COST		<u><u>\$1,316.12</u></u>

PK ●

FILED

MAR 30 1982

AGREEMENT NO. 82-55

(For Certain Monitoring and Referral Services) *PETER LUCAS, CLERK OF THE BOARD*
Wanda D. Lucas

DEPUTY

THIS AGREEMENT, made and entered into this ninth day of March, 1982, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Hugh Cameron, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has established in this County a Health Services Agency, Alcohol and Drug Program, hereinafter referred to as AGENCY, and has charged the Director of Alcohol and Drug Program though the Yolo County Health Services Administrator to direct and administer the program as a portion of the Yolo County Health Agency services.
2. Under the auspices of Title 9, Chapter 4, Subchapter 3, of the California Administrative Code, the County has established as part of the Department of Alcohol and Drug Program the Second Offender Drinking Driver Program, hereinafter referred to as the Drinking Driver Program (DDP), which receives referrals from Yolo County Municipal Courts.
3. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out in accordance with the guidelines of the State Department of Alcohol and Drug Program.
4. PROVIDER has the experience and expertise necessary to provide monitoring and referral services to participants in the Drinking Driver Program.
5. COUNTY desires to obtain and PROVIDER desires to provide monitoring and referral services in connection with the Drinking Driver Program.
6. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representation and that COUNTY would not execute this agreement if PROVIDER could not so represent.

1 7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the
2 herein described services.

3 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-
4 inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises
5 contained in hereinafter recited agreements, agree:

6 1. PROVIDER'S SERVICE OBLIGATIONS:

- 7 a. In accordance with the General Program Description and Working
8 Protocols (attached hereto as Exhibits "A" and "B" and incorpor-
9 ated herein by reference thereto) provide clients of the AGENCY up-
10 on the referral of AGENCY, the following listed services:
11 1) Client Monitoring
12 2) Client Resource Referral
13 b. CASE CONSULTATION and INFORMATION EXCHANGE: Meet at times and places
14 of mutual convenience of the Program Coordinator or facilitator and
15 monitor upon reasonable notice. Reasonableness for this purpose
16 shall be construed in light of the urgency of each circumstance as
17 it arises.
18 c. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein
19 designated representatives that she is providing monitoring services
20 as outlined in Exhibits "A" & "B". Said demonstration shall be made
21 to AGENCY through AGENCY'S utilization review and, where appropriate,
22 its peer review contract.

23 2. AGENCY'S SERVICE OBLIGATIONS:

- 24 a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance
25 with the requirements and criteria promulgated from time to time
26 by the State Department of Alcohol and Drug Programs.
27 b. CLINICAL SERVICES:
28 1) Provide CRISIS INTERVENTION and backup CLINICAL services in

1 accordance with the Working Protocols attached hereto as
2 Exhibit "B" and incorporated herein by this reference.

3 2) Provide prompt access to records and personnel necessary, in
4 the joint judgment of parties' designated representatives, to
5 the conduct of PROJECT.

6 3) COUNTY'S designated representatives will give prompt attention
7 to review, authorization and reporting requirements upon notice
8 from PROVIDER which provides adequate and reasonable time for
9 review.

10 c. DESIGNATE a representative or representatives for administrative and
11 program affairs.

12 3. COUNTY'S DESIGNATED REPRESENTATIVES:

13 a. Responsibility for this agreement lies with AGENCY'S Director of
14 Alcohol and Drug Program.

15 b. Director of Alcohol and Drug Program may designate operational
16 representatives from time to time in writing to PROVIDER to perform
17 specific tasks or liaison functions.

18 4. ASSIGNMENT/SUB-CONTRACTING:

19 a. PROVIDER may not assign or sub-contract its responsibilities here-
20 under, it hereby being expressly acknowledged by parties that
21 PROVIDER'S expertise is unique.

22 5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
23 PROVIDER is an independent contractor and is not subject to the direction
24 and control of COUNTY except as to final result. PROVIDER shall be sole-
25 ly liable and responsible to pay all required taxes and other obligations,
26 including, but not limited to, applicable withholding taxes and Social
27 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any
28 liability which it may incur to the Federal or State Governments as a

1 result of this contract.

2 6. WORKING PROTOCOLS: Attached hereto as Exhibit "B" and incorporated herein
3 by reference thereto are Working Protocols describing and governing the
4 working relationships of parties. Said Working Protocols bind parties
5 as if fully set out herein, but may be modified without formal amendment
6 of this agreement so long as said modification does not vary the pro-
7 visions specifically set out herein, is in writing, and represents a
8 bilateral agreement of AGENCY and PROVIDER. Said Working Protocols
9 shall include as a minimum a plan for case management; the respective
10 roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation,
11 and clinical referral; procedures for the acceptance of clinical
12 referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for
13 return of information generated by those referrals; AGENCY'S operational
14 representatives and their function; any role AGENCY is to play in review
15 of PROVIDER'S professional activities; provisions that PROVIDER will
16 accept for services, patients or clients without adverse discrimination
17 based upon race, color, religion, sex, marital status, affiliation
18 preference, handicap, national origin, or ancestry; provision describing
19 PROVIDER'S procedures for identifying clinical needs and referring on-
20 going clients to provider's other than AGENCY; provisions stating that
21 PROVIDER will specify in writing to referees other than AGENCY, that said
22 referrals shall not be compensated by PROVIDER or COUNTY except on the
23 written authorization of AGENCY, and that COUNTY shall not be responsible
24 for non-AGENCY approved clients or patients of PROVIDER; provisions
25 listing and describing the specific services which are the subject of this
26 agreement; the operational plan for rendering these services provisions
27 listing required licenses, target dates for obtaining, and dates obtained
28 provisionally and finally; and a schedule for implementing the services

1 which are the subject of this agreement.

2 7. COMPLIANCE WITH CODE:

- 3 a. PROVIDER agrees to comply with all applicable provisions of Title
4 9 and 22 of the California Administrative Code and Title 45 of
5 Federal Regulations Section 250.50 regarding confidentiality of
6 patient information.

7 8. PAYMENT:

- 8 a. Upon execution of this agreement, and within a reasonable time from
9 PROVIDER'S submission of an invoice in format prescribed by AGENCY,
10 detailing work performed in the preceeding month and claiming the
11 amount due for the month, and upon the acceptance by the Director
12 of Alcohol and Drug Program of the invoice as complete and
13 reflective of the satisfactory progress of PROVIDER, COUNTY will
14 pay PROVIDER two dollars and sixty-six cents (\$2.66)
15 per client visit for services rendered.
- 16 b. Where a herein recited report, document and/or claim is due from
17 PROVIDER within a month, payment for that month is expressly condi-
18 tioned on the acceptance by COUNTY'S herein designated representatives
19 of the PROVIDER'S progress to be as agreed and the report, document
20 and/or claim as complete and accurately reflective of that progress.
- 21 c. It is hereby acknowledged by PROVIDER that all patient records and
22 equipment provided by AGENCY are owned by AGENCY.
- 23 d. COUNTY'S excuse of any given condition precedent or subsequent in
24 any given circumstance does not constitute a waiver of either that
25 condition precedent or subsequent or any other condition precedent
26 or subsequent as to future circumstances. Where there is a doubt as
27 to the proper characterization of a provision as a promise or a con-
28 dition it shall be construed to be both a promise and a condition.

1 e. In the event of PROVIDER'S bankruptcy or insolvency it is agreed
2 that COUNTY, in pressing claims pursuant to this agreement, will be
3 recognized as the creditor of first priority.

4 9. AMENDMENTS: Except as provided herein, the body of this agreement
5 together with any exhibits attached hereto, fully expresses all under-
6 standings of the parties concerning all matters covered and shall constitute
7 the total agreement. Except as provided herein, no addition to, or
8 alterations of the terms of this agreement, whether by written or verbal
9 understanding of the parties, their officers, agents or employees shall
10 be valid unless made in the form of a written amendment to this agreement
11 which is formally approved and executed by parties or their successors
12 in office or interest.

13 10. NOTICE: Any notice to be given parties to this agreement may be given
14 personally or by depositing same post-marked and registered in the United
15 States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S here-
16 in designated representatives, as applicable, at the last known address
17 of either.

18 11. TERM:

19 a. This agreement shall commence upon execution and terminate June 30,
20 1982, unless sooner cancelled by either party upon thirty (30)
21 days' written notice to the other of such intent.

22 b. Should either party give notice of cancellation both parties will
23 exert their best efforts in good faith to find alternatives for
24 referred persons still requiring services of the type PROVIDER
25 renders.

26 IN WITNESS WHEREOF, the parties hereto have executed this agreement
27 as of the day and year hereinabove set forth.

28 / / / /

COUNTY OF YOLO, a political subdivision
of the State of California

BY

Henry R. Brown
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE LUCAS, Clerk
of the Board of Supervisors.

BY

Anna M. Galvan
DEPUTY

BY

Hugh S. Cameron

The undersigned Deputy Clerk
of the Board of Supervisors
certifies that pursuant to
Section 25103 of the Govern-
ment Code, delivery of this
document has been made to the
Chairman of the Board of
Supervisors.

PETE E. LUCAS,
CLERK OF THE BOARD
OF SUPERVISORS

Anna M. Galvan
Deputy

APPROVED FOR THE FORM
OF THE BOARD

BY *Elizabeth A. Holtz*
CLERK OF THE BOARD

EXHIBIT "A"

General Program Description

I. In accordance with the terms and conditions of this agreement PROVIDER agrees to provide to the COUNTY the following monitoring services to assist the Coordinator of the Drinking Driver Program

- A. To provide monitoring and referral services, including:
1. Performing 15 (15) minute face to face interviews
 2. Recording case notes and attendance in files; and
 3. Referring clients to other resources as needed.

EXHIBIT "B"

WORKING PROTOCOLS

DRINKING DRIVER PROGRAM RESPONSIBILITIES:

The proposed Yolo County Drinking Driver Program will be under the supervision of the County Alcoholism Administrator, Phil Walker, and is subject to review by the County Alcohol Advisory Board and to approval by the Board of Supervisors. It is the responsibility of the program to:

- a. Maintain participant master files that include completed copies of all forms and to assure confidentiality of participant records for a minimum of thirty-six (36) months.
- b. Provide access to both fiscal and program records on request to the County Alcoholism Administrator and to the State Department of Alcohol and Drug Programs.
- c. Provide crisis intervention and back up clinical services as needed.
- d. Provide facilitator with list of group members and materials for taking attendance and making case notes.
- e. Provide resources and materials for curriculum development and share any curriculum plans that have already been made.
- f. Oversee the program and provide technical support as needed.
- g. The County is responsible for accepting and enrolling program participants and for returning information to the courts, DMV, Department of Alcohol and Drugs, or any other agency involved.
- h. Introduce participants to alcohol-related resources or social service agencies available in community.
- i. COUNTY may sit in on group meetings and review case notes periodically.
- j. PROVIDER will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin or ancestry.
- k. PROVIDER will not be compensated by COUNTY for referrals from other than AGENCY except on the written authorization of AGENCY.
- l. PROVIDER will identify clinical needs of clients and serve as a referral service to providers other than AGENCY
- m. PROVIDER is to accept clinical referrals from AGENCY and to return information

generated by those referrals through case notes which are to be written after each session with a client and placed in the client's file.

- n. AGENCY will accept referrals from PROVIDER for program services.
- o. The services outlined in this agreement shall commence upon execution of the agreement and are to be rendered on a weekly basis.
- p. PROVIDER is not required to obtain any license for this agreement.

COUNTY OF YOLO

Subgrant Signature Sheet

Title IV

Agreement/
Subgrant No. 82-56

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Winters Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Winters Joint Unified School District

hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : In-School Youth (YETP)

MAR 18 1982

MAILING ADDRESS : 47 Main Street

PETE E. LUCAS, CLERK OF THE BOARD

BY *George P. DeMars* DEPUTY

CITY & STATE : Winters, CA

PHONE : 795-4585

PROGRAM DIRECTOR : Mr. Frank Pignataro

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 2-1-82

The term of the SUBGRANT shall end on 9-30-82

The total amount of the SUBGRANT is \$3,266

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Frank V. Pignataro

By Signature

George P. DeMars

Name and Title

Date

Frank V. Pignataro
Principal

2-22-82

Name and Title

Date

George P. DeMars, Chairman
Yolo County Board of Supervisors

MAR - 9 1982

Type Name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of February 1982 ,
4 by and between the County of Yolo, a political subdivision, hereinafter called
5 PRIME SPONSOR or County, and the Winters Joint Unified School District
6 hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
10 Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
11 PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
12 by Code of Federal Regulations is charged with the basic responsibilities
13 of a Prime Sponsor and the parts and sections of CETA referred to there-
14 in, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 676 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized under the
18 Act taking into account the priorities identified by the Secretary
19 and the significant segments represented among the economically
20 disadvantaged, unemployed, and underemployed residing within the
21 jurisdiction.
 - 22 (d) Providing job training and employment opportunities for economical-
23 ly disadvantaged, unemployed, or underemployed persons which will
24 result in an increase in their earned income and assuring that
25 training and other services lead to maximum employment opportunities
26 and enhance self sufficiency by establishing a flexible, coordinat-
27 ed, and decentralized system of programs (CETA Sec. 2).
 - 28 (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Winters Joint Unified School District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678
16 679 and 680

17 (d) Code of Federal Regulations - 41 CFR Part 29-70

18 (e) Code of Federal Regulations - 5 CFR Part 900

19 (f) CFR Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h)

22 (i)

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin 2-1-82,
8 and shall end 9-30-82, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 3,266,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calendar month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR. Reimbursement for costs incurred in the performance of this contract will not be paid for claims received after January 31 of the year following the end of this agreement.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not

1 obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
2 obligated to provide services under the contract until such
3 funds are made available to PRIME SPONSOR by the Department
4 of Labor.

- 5 (e) Approved claims shall be paid only from funds granted to PRIME
6 SPONSOR by the Department of Labor.

7 5. Records, Audits Inspection

8 (a) Establishment and Maintenance of Records

9 The SUBGRANTEE shall maintain records, including but not limited to
10 books, financial records, supporting documents, statistical records,
11 personnel, property, participant, and all other pertinent records
12 sufficient to reflect properly, (a) all direct and indirect costs
13 of whatsoever nature claimed to have been incurred and anticipated
14 to be incurred to perform this contract, and (b), all costs
15 incurred by PRIME SPONSOR based upon representations of SUBGRANTEE,
16 including but not limited to situations where PRIME SPONSOR pays
17 wages, allowances, or other benefits to participants or other
18 contractors based on SUBGRANTEE's reporting hours worked, training
19 attended, or services provided, and (c) all other matters covered
20 by this SUBGRANT for which the maintenance and retention of records
21 is required by law, including but not limited to U. S. GSA Federal
22 Management Circular 74-4, and regulations of the U. S. Department
23 of Labor, including but not limited to CFR §676.35 and 41 CFR
24 §29-70.203. The obligation to maintain and preserve records shall
25 not be diminished by any instructions or advice given by PRIME
26 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports
27 to PRIME SPONSOR.

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1 (b) Preservation of Records

2 SUBGRANTEE shall preserve and make available its records related
3 to this SUBGRANT (a) until the expiration of three (3) years from
4 the date of final payment to SUBGRANTEE under this SUBGRANT except
5 that records relating to participants' participation in a CETA
6 program shall be maintained for each participant for a period of
7 five (5) years from the date of enrollment into the program.
8 If, prior to the expiration of the required retention period, any
9 litigation or audit is begun or a claim is instituted involving the
10 records, SUBGRANTEE shall retain the records beyond the retention
11 period until the litigation, audit findings, or audit findings, or
12 claim has been finally resolved.

13 (c) Accounting by SUBGRANTEE

14 SUBGRANTEE shall establish and maintain at all times, on a current
15 basis in conjunction with the Program, an adequate accrual system
16 of accounting covering all costs, items and expenditures with
17 respect to the Program, in accordance with generally accepted
18 accounting principles and standards, and in accordance with
19 requirements of the general government and any PRIME SPONSOR
20 requirements as set forth in the "Subgrantees' Fiscal Activities
21 Manual." Except in a case where a fixed unit cost for reimburse-
22 ment is specified in this SUBGRANT as the method for reimbursement.

23 (d) Examination of Records and Facilities

24 At any time during normal business hours, PRIME SPONSOR and/or
25 United States Federal Department of Labor or any of their duly
26 authorized representatives thereof, shall until expiration of
27 three (3) years after final payment under this SUBGRANT, or any
28 longer period as required by applicable law, have access to and

1 the right to examine its offices, and facilities engaged in
2 performance of this SUBGRANT and all its records with respect to
3 all matters covered by this SUBGRANT, including the right to audit,
4 examine and make excerpts of transcripts and from such records to
5 make audit of all contracts and subcontracts, invoices, payrolls,
6 supportive services, classroom training costs, records or personnel
7 conditions of employment, material and all other data relating to
8 matters covered by the SUBGRANT. The SUBGRANTEE also understands
9 and agrees that the PRIME SPONSOR and/or United States Federal
10 Department of Labor or any of their duly authorized representatives
11 has the right to make unannounced visits to the SUBGRANTEES
12 facilities to observe, audit and/or monitor all conditions and
13 activities involved in the performance of this agreement.

14 (e) Documentation of Cost

15 All cost shall be supported by properly executed payrolls, time
16 records, invoices, contracts, or vouchers or other official
17 documentation evidencing in proper detail the nature and the
18 propriety of the charge. All checks, payrolls, accounting docu-
19 ments, pertaining in whole or part of this contract shall be
20 clearly identified and readily accessible.

21 6. Interest on Debts

22 If a debt is established against the Prime Sponsor because of disallowed
23 cost arising from an audit of the Subgrantee, and the Department of
24 Labor charges the Prime Sponsor interest on the debt, the Subgrantee is
25 required to pay the interest charge on the debt at the rate in effect as
26 determined by the Department of Labor.

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1 7. Suspension or Disallowance of Payments

2 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
3 allow payment of SUBGRANTEE in whole or part or to demand repayment under
4 this Agreement in the event of any of the following occurrences to wit:

- 5 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
6 of any nature with respect to any information or data furnished to
7 PRIME SPONSOR in connection with Program.
8 (b) If SUBGRANTEE is in default under any provisions of this agreement.
9 (c) If SUBGRANTEE maintains a pattern of discrimination.
10 (d) If SUBGRANTEE incurs unreasonable administrative costs in the
11 conduct of activities and program.
12 (e) If the SUBGRANTEE fails to comply with any other terms and
13 conditions of this SUBGRANT.
14 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are
15 incorrect or incomplete in any material respect.

16 8. Waiver of Statute of Limitations

17 The County of Yolo is subject to fiscal and compliance audits required by
18 the U. S. Department of Labor which include the performance of SUBGRANTEE
19 under this subgrant, and the County of Yolo may incur liability to the
20 U. S. Department of Labor for the SUBGRANTEE's performance of this
21 subgrant. Past experience indicates that controversies with the U. S.
22 Department of Labor may not be resolved within the period of the statute
23 of limitations on actions by County of Yolo against subgrantee arising
24 out of subgrantee's performance or non-performance of and compliance
25 with the terms of this subgrant. In consideration of the promises of
26 the County of Yolo herein, SUBGRANTEE promises not to plead the statute
27 of limitations in any action brought against it by the County of Yolo
28 arising out of this subgrant or its performance or non-performance or

1 compliance with its terms or conditions, and subgrantee agrees that it
2 shall and hereby does waive any defense that it may have against such
3 suit by virtue of any statute of limitations; provided, however, that
4 such suit shall be brought, if at all, on or before the expiration of
5 two years after final determination of any controversy between the County
6 of Yolo and the U. S. Department of Labor (including any litigation
7 arising therefrom), and further provided that such suit shall be brought,
8 if at all, before the expiration of four years after the statute of
9 limitation otherwise prescribed by law.

10 9. Termination of SUBGRANT

11 (a) With Cause

12 PRIME SPONSOR may terminate the SUBGRANT in the following instances
13 by giving written notice to the SUBGRANTEE at least five (5) days
14 prior to the effective termination date stated in the notice:

- 15 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
16 and proper manner its obligations under this Agreement.
- 17 (2) If SUBGRANTEE shall violate any of the covenants or stipu-
18 lations of this Agreement.
- 19 (3) If the grant from the U. S. Department of Labor under which
20 this Agreement is made is terminated.
- 21 (4) If SUBGRANTEE is unable or unwilling to comply with such
22 additional conditions as may be lawfully applied by the U. S.
23 Department of Labor to the grant under which this Agreement
24 is made. SUBGRANTEE shall not be relieved of liability to
25 PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue
26 of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR
27 may withhold any reimbursement to SUBGRANTEE for the purpose

28 ////

1 of setoff until such time as the exact amount of damages
2 due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise
3 determined.

4 (b) Without Cause

5 Either party may terminate this SUBGRANT at any time by giving
6 written notice to the other party of such terminations and
7 specifying the effective date thereof, at least 30 days before the
8 effective date of such termination. If the SUBGRANT is terminated
9 as provided herein, SUBGRANTEE will be paid an amount which the
10 same ratio to the total compensation as the service actually
11 performed bears to the total services of SUBGRANTEE covered by
12 this SUBGRANT, less payments of compensation previously made.

13 10. Severability of Provisions

14 If any provisions of this SUBGRANT are held invalid, the remainder of
15 this SUBGRANT shall not be affected thereby, if such remainder would
16 then continue to conform to terms and requirements of applicable law.

17 11. Hold Harmless Clause

18 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR,
19 its officers, employees and agents from and against all claims, losses,
20 liabilities, or damages including attorney fees, arising out of or
21 resulting from the performance of this Agreement, caused in whole or
22 in part by any negligent act or omission of SUBGRANTEE or anyone directly
23 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
24 caused in part by a party indemnified hereunder.

25 12. Legal Relationship

26 (a) It is herein understood and agreed that SUBGRANTEE is an
27 independent contractor and that no relationship of employer-
28 employee exists between the parties hereto. That SUBGRANTEE

1 shall not be entitled to any benefits available to employees of
2 PRIME SPONSOR. That PRIME SPONSOR is not required to make any
3 deductions from the compensation payable to SUBGRANTEE under the
4 provision of this Agreement; that as an independent contractor,
5 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all
6 claims that may be made against PRIME SPONSOR based upon any
7 contention by any third party that an employer-employee relation-
8 ship exists by reason of this Agreement.

9 (b) It is further understood and agreed by the parties hereto that
10 SUBGRANTEE in the performance of its obligations hereunder is
11 subject to the control or direction of PRIME SPONSOR merely as to
12 the result to be accomplished by the services herein agreed to be
13 rendered and performed and not as to the means and methods for
14 accomplishing the result.

15 (c) If, in the performance of this Agreement, any third persons are
16 employed as employees of SUBGRANTEE, such person shall be employed
17 by and shall be entirely and exclusively under direction, super-
18 vision and control of said SUBGRANTEE. All terms of employment
19 of said persons, including hours, wages, working conditions,
20 discipline, hiring and discharging or any other terms of employment
21 or requirements of law, shall be made by said SUBGRANTEE, and
22 PRIME SPONSOR shall have no right or authority over said persons
23 or the terms of such employment, except as required by CETA or
24 regulations promulgated thereunder.

25 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
26 expressly assumes and accepts exclusive liability as an employer
27 under the Federal Insurance Contributions Act, the Federal
28 Unemployment Tax Act, Federal Social Security Acts, the Unemployment

1 Compensation Act, or any other Federal or State laws or acts which
2 in any way affect or relate to the relationship of employer and
3 employee, and shall be liable for any Social Security, Unemployment
4 Compensation or other taxes or penalties arising or levied by
5 reason of the employment of such persons employed by it. PRIME
6 SPONSOR shall not be liable for any worker's compensation or other
7 benefits accruing under any Federal or State law or acts to any
8 persons employed by the said SUBGRANTEE under this Agreement, but
9 such liability, if any, shall be exclusively that of SUBGRANTEE.

10 13. Monthly Report

11 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
12 sible for filing monthly reports with PRIME SPONSOR. Each report shall
13 be made on forms approved by PRIME SPONSOR and shall contain all data
14 and information concerning both quality and quantity of program perfor-
15 mance required by PRIME SPONSOR. Each report shall set forth the extent
16 to which the Program Performance Goals have been met and shall explain
17 in detail the reasons any such plans have not been met. Each report
18 shall set forth the extent expenditures exceed a prorata portion of the
19 entire budget category for the term of this program and shall explain
20 in detail the reasons for such excess.

21 14. Procedures for Corrective Action

- 22 (a) Whenever the PRIME SPONSOR determines in the manner set forth
23 herein that SUBGRANTEE has failed to comply with any provision of
24 this SUBGRANT, the PRIME SPONSOR may order corrective action.
25 (b) Before making such an order, the PRIME SPONSOR shall give
26 SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's
27 non-compliance and a procedure whereby SUBGRANTEE and its officers
28 or responsible employees may have an opportunity to meet with the

PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.
- (d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.
- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or non-feasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

15. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102(a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer

needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

16. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter and balance.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

17. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or

contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

18. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the terms of this agreement.

19. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

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1 20. Publication

2 Before publishing any materials produced by activities supported by this
3 agreement, SUBGRANTEE shall notify PRIME SPONSOR Ninety (90) days in
4 advance of any such intended publication and shall submit four (4)
5 copies of the materials to be published. Within sixty (60) days after
6 such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall:
7 (1) submit to SUBGRANTEE its comments with respect to the materials
8 intended to be published, or (2) notify SUBGRANTEE that no comments
9 shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments
10 will be submitted, SUBGRANTEE may proceed to publish the materials in
11 the form in which they have been submitted to PRIME SPONSOR but shall
12 include the credit statement and the disclaimer set forth below, but
13 without any further comments. PRIME SPONSOR may also waive use of the
14 credit statement and disclaimer set forth below. SUBGRANTEE shall
15 determine, within ten (10) days after receipt of any such comments,
16 whether or not to revise the materials to incorporate the comments of
17 PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within
18 fifteen (15) days after such comments have been received by SUBGRANTEE.
19 If SUBGRANTEE determines not to incorporate any of the comments of
20 PRIME SPONSOR into the text of the materials, it may publish the
21 materials provided that the initial perface or introduction to these
22 materials as published contain the following:
23 (a) A credit reference reading as follows: "The preparation of these
24 materials was financially assisted through a contract from YOLO
25 COUNTY MANPOWER AGENCIES, a prime sponsor under the Comprehensive
26 Employment and Training Act, as amended."

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1 (b) A disclaimer statement reading as follows: "The opinions, findings,
2 and conclusions of this publication are those of the author and not
3 necessarily those of the YOLO COUNTY MANPOWER AGENCIES or the
4 United States Federal Department of Labor. YOLO COUNTY and the
5 United States Federal Department of Labor reserve a royalty-free,
6 non-exclusive, and irrevocable license to reproduce, publish and
7 use these materials and to authorize others to do so."

8 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
9 If SUBGRANTEE wishes to incorporate some or any of the comments of
10 PRIME SPONSOR in the text of the materials, it shall revise the
11 materials to be published and resubmit them to PRIME SPONSOR which
12 shall prepare comments on the resubmitted data within thirty (30)
13 days after receipt thereof. Within ten (10) days after receipt of
14 these comments, SUBGRANTEE shall determine whether or not to accept
15 or adopt any of the comments on the revised materials as resubmitted
16 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determina-
17 tion within fifteen (15) days after receipt of the comments of
18 PRIME SPONSOR. Thereafter, the materials may be published or
19 revised in accordance with the procedures set forth above in the
20 publication of materials on which PRIME SPONSOR has submitted its
21 comments to SUBGRANTEE.

22 If PRIME SPONSOR has not submitted its comments on any materials
23 submitted to it within ninety (90) days after PRIME SPONSOR has
24 received any such materials, SUBGRANTEE may proceed to publish the
25 materials in the form in which they have been submitted to PRIME
26 SPONSOR but shall include the credit statement and the disclaimer
27 statement set forth above, but without any further comments.

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1 21. Patents

2 If any discovery or invention arises or is developed in the course of or
3 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
4 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
5 that determination of rights to inventions or discoveries made under this
6 agreement shall be made by the United States Federal Department of Labor,
7 or its duly authorized representatives, who shall have the sole and
8 exclusive powers to determine whether or not and where a patent applica-
9 tion should be filed and to determine the disposition of all rights in
10 such inventions or discoveries, including title to and license rights
11 under any patent application or patent which may issue thereon. The
12 determination of DOL, or its duly authorized representative, shall be
13 accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME
14 SPONSOR and/or the United States Federal Department of Labor shall
15 acquire at least an irrevocable, non-exclusive, and royalty-free license
16 to practice and have practiced throughout the world for governmental
17 purposes any invention made in the course of or under this Agreement.

18 22. Personnel

- 19 (a) SUBGRANTEE represents that he has, or will secure at his own
20 expense, all personnel required in performing the services under
21 the SUBGRANT. Such personnel shall not be employees of or have
22 any contractual relationship with PRIME SPONSOR.
- 23 (b) All of the services hereunder will be performed by SUBGRANTEE or
24 under his/her supervision, and all personnel engaged in the work
25 shall be fully qualified and shall be authorized under State and
26 local law to perform such services.
- 27 (c) None of the work or services covered by this SUBGRANT shall be
28 subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D or VI when any other person is on layoff from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

23. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

24. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

1 25. Waiver

2 The waiver by PRIME SPONSOR of any default, breach or condition shall
3 not be construed as a waiver on the part of the PRIME SPONSOR of any
4 other default, breach or condition, or any other right hereunder.

5 26. Successors

6 This SUBGRANTEE shall bind and inure to the successors in interest of
7 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
8 been expressly named herein.

9 27. Clean Air Act of 1970

10 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
11 to comply with all applicable standards, orders, or regulations issued
12 pursuant to the Clean Air Act of 1970.

13 28. Nepotism

14 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
15 cause or allow to be hired, a person into an administrative capacity,
16 staff position or public service employment position funded under CETA,
17 if a member of his or her immediate family is employed in an administra-
18 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
19 contractor. However, where a state or local statute regarding nepotism
20 exists which is more restrictive than the above policy, the eligible
21 applicant should follow the State or local statute in lieu of the above
22 policy.

23 (a) The term "member of the immediate family" includes: wife, husband,
24 son, daughter, mother, father, brother, brother-in-law, sister,
25 sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-
26 in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

27 (b) The term "administrative capacity" includes those persons who have
28 overall administrative responsibility for a program, including all

1 elected and appointed officials who have any responsibility for the
2 obtaining of and/or approval of any grant funded under the Act,
3 such as members of the PRIME SPONSOR Planning Council, or Private
4 Industry Planning Council, who are not economically disadvantaged,
5 other official who have influence or control over the administration
6 of the program, as set forth in 20 CFR 676.66(c)(2).

7 (c) The term "staff-position" includes all CETA staff positions funded
8 under the Act, such as instructors, counselors and other staff
9 involved in administrative, training or service activities.

10 29. Affirmative Action Policy

11 SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal
12 Affirmative Action Program for persons employed in or participating in
13 PRIME SPONSOR'S CETA Programs and shall also be applicable to persons
14 employed in or participating under the performance of this agreement.
15 Responsibility for administration of Affirmative Action Program has
16 been delegated to the County Administrative Officer, with the support
17 of the Yolo County Board of Supervisors. A copy of this Plan is attached
18 hereto as exhibit A.

19
20 30. Non-Discrimination

21 SUBGRANTEE shall comply with the requirements of 20 CFR §676.52
22 regarding non-discrimination.

23 31. Federal Aid

24 It is understood by the parties hereto that neither this Agreement nor
25 any Agreement pursuant hereto shall obligate the Federal Government to
26 enter into any Agreement with SUBGRANTEE or any other entity for Federal
27 financial assistance in connection with this Agreement; or for the
28 planning or undertaking of any work element not included in this

1 Agreement. Any such agreement will be entered into at the sole
2 discretion of the Federal Government.

3 32. Fidelity Bond

4 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
5 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
6 to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds
7 received from PRIME SPONSOR for disbursement under this Agreement are
8 covered by a fidelity bond in an amount and manner consistent with the
9 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
10 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In
11 that event the PRIME SPONSOR shall not make any further disbursements
12 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
13 been reinstated, or equivalent coverage has been obtained.

14 33. Insurance

15 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
16 shall maintain in full force and effect a policy of public liability
17 insurance with minimum coverage in an amount satisfactory to PRIME
18 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause
19 PRIME SPONSOR to be named as an additional insured on said policy
20 and shall obtain a waiver of the insurer's right to subrogation
21 against PRIME SPONSOR.

22 (b) Workers' Compensation. During the terms of this SUBGRANT,
23 SUBGRANTEE shall comply fully with the terms of the law of
24 California concerning Workers' Compensation. Said compliance
25 shall include, but not be limited to, maintaining in full force
26 and effect one or more policies of insurance insuring against
27 any liability SUBGRANTEE may have for Workers' Compensation.

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1 34. Entire Agreement Modifications

2 This Agreement constitutes the entire agreement between the parties
3 hereto for services furnished pursuant to this Agreement. This
4 Agreement may be modified, altered, or revised only upon the written
5 consent of both parties hereto.

6 35. Notices

7 All notices to be given SUBGRANTEE may be given by deposit in the United
8 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
9 forth on the Signature Sheet. Wherefore, the parties have executed this
10 SUBGRANT No. 82-56.

11 36. Federal Regulations

12 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
13 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
14 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Leigo R. Deane

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Frank V. Pignataro

(Legal Name of SUBGRANTEE)

Frank V. Pignataro

(Signature of Authorized Officer)

Feb. 22,

19 *82*

Principal

(Date)

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- 1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 - 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all under-standings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Frank V. Pignataro
(Legal Name of SUBGRANTEE)

Feb. 22, 19 82
(Date)

Frank V. Pignataro
(Signature of Authorized Officer)

Principal
(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Frank V. Pignataro

Name of Subgrantee

Frank V. Pignataro

Authorized Signature

Feb. 22, 1982

Date

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Afirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area. It shall also be assured that no participant under the act may be discriminated against because of citizenship.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972), Revised Order #4 of the Federal Register, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975 (as amended), and Title IX of the Education Amendments of 1972 (as amended), is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. HOWLANDS, JR.
County Administrative
Officer

ROBERT N. BLACK
Chairman, Yolo County Board
of Supervisors

Date: _____

Date: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Frank V. Rignataro
SIGNATURE OF THE PERSON RESPONSIBLE

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendation for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 2/8/82

Subgrantee Name and Address:

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

Contact Person: Frank Pignataro

Phone 795-4585

Period: From 2-1-82 To 9-30-82

Program Name: In-School Youth

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.							408		408
APR.							816		816
MAY							816		816
JUNE							816		816
JULY							410		410
AUG.									
SEPT.									
TOTAL							3,266		3,266

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.						408		408
APR.						816		816
MAY						816		816
JUNE						816		816
JULY						410		410
AUG.								
SEPT.								
TOTAL						3,266		3,266

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Frank V. Pignataro, Principal

Name and Title of Authorized Official

Frank V. Pignataro
Signature

Shanna Thomas
Fiscal Officer

Michael J. Huber
CETA Director

3-2-82
Date

3/1/82
Date

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, CA • 95694

OPERATING BUDGET

CONTRACT NO. _____

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries	3,266				
Staff Fringe Benefits	3,266				
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	3,266				

CONTRACT NO.

Winters, CA 95694

[illegible]

ne 795-4585

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Teacher/Supervisor		12.5%	5	\$3,266				\$3,266				\$3,266	

Station	Winters												Months Since Intake	% Terminating	
5	Oct														
0	0	Nov													
0		0	Dec												
0				Jan											
0				0	Feb										
0					0	Mar									
0					2		Apr								
0						0		May							
0							0		June						
0								0		July					
6										0					
												Aug			
													Sept		

Notes:

Significant Segment goals will be provided at a later date.

COM. IN	CUM. OUT	ON BOARD	TERM. THIS MONTH	TOTAL PLACES	DIRECT PLACES	INDIR. PLACES	SELF PLACES	TRANS.	OTHER P.S.	ADN P.S.
5	0	5								
5	0	5								
5	0	5								
5	0	5								
7	0	7								
7	0	7								
7	0	7								
7	0	7								
7	6	1								

Total:

Adjustives:

Assurances

As stated in the Federal Register Sec. 680-7(c & d) the following assurances shall be so stated in any agreement between the Prime Sponsor and the LEA (Local Education Agency):

- Assurance #1: It shall be assured that services provide and/or funds received pursuant to the agreement will not supplant existing services and/or State and local funds expended for the same purpose and,
- Assurance #2: It shall be assured that the agreements between the LEA's and the Prime Sponsor shall be reviewed by the youth council.
- Assurance #3: It shall be assured that participating youth will be provided constructive work experience, which will improve their ability to make career decisions and which will provide them with basic work skills needed for regular employment or self employment.
- Assurance #4: It shall be assured that career counseling, including occupational information and placement services will be made available to participating youth and that funds provided under the agreement will be available to, and will be utilized by, the local educational agency or agencies to the extent necessary to pay the cost of school-based counselors to carry out the program.
- Assurance #5: It shall be assured that the jobs provided under this program will be certified by the participating educational agency or institution as relevant to the educational and career goals of the participating youth.
- Assurance #6: It shall be assured that the Prime Sponsor will advise participating youth of the availability of other employment and training resources in the local community to assist such youth in obtaining employment or self-employment.
- Assurance #7: It shall be assured that career employment experience opportunities provided will be certified by a school-based counselor as being relevant to the career and educational program for the youth being provided those opportunities.

NON-FINANCIAL AGREEMENT

Title IV In-School Youth Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Winters Joint Unified School District's Title IV In-School Youth Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a Title IV program. The maximum payable to participants under this Agreement is \$8,397. The financial portion of this Agreement, which is that amount of funds subgranted to the Winters Joint Unified School District is \$3,266. The total available to Winters Joint Unified School District and its Title IV In-School Program is therefore \$11,663.

Frank V. Pignataro
(Legal Name of Subgrantee)

Frank V. Pignataro
(Signature of Authorized Officer)

Principal
(Title of Authorized Officer)

Feb. 22, 1982
(Date)

COUNTY OF YOLO, PRIME SPONSOR

George R. Pignataro
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

MAR 17 1982
(Date)

Winters Joint Unified School District
In-School Youth Program
1982

Outline Narrative

Goals of the Program

It is the intent of the Winters Joint Unified School District to provide an atmosphere of career development and awareness as well as cause an impact on the vocational readiness and the success of the youth participating in the Career Employment Experience. Participation in this program affords the opportunity for In-School youth to do career exploration and to receive individual career counseling which includes the provision of occupational information. Further, participation in the Career Employment Experience will enable youth to develop and enhance work habits and skills.

The In-School Program will provide career employment experience for youth in an attempt to acquaint the participants to the world of work and the fundamentals involved in obtaining and retaining unsubsidized employment. It is also expected that this programmatic experience will familiarize each youth with the techniques of vocational exploration via access to the Eureka system and various career center resources. Vocational Exploration shall be defined for the purposes of this In-School Youth Program as the pursuit of relevant career choices for each participant. This Exploration shall be individualized through personal assessment. Each youth will be assisted in their endeavor to determine appropriate career choices.

Each youth will participate in a career employment experience for one to four hours per day.

Target Population

This In-School Youth Program will serve 16-19 year old youth who's family income meets the 85 percent Lower Living Standard Income Level (LLSIL) required for participation in this program. It is assured that those youth selected for participation have met the eligibility criteria noted above and meet the "most in need" criteria as developed by the Winters Joint Unified School District staff in conjunction with the prime sponsor. All youth will be residents of Yolo County in the Winters area.

Intake

The prime sponsor will provide intake and eligibility certification services for the youth participating in the In-School Youth Program in Winters.

Coordination and Linkages

The staff of the Winters Joint Unified School District will work closely with the Private Sector Work Experience Department at the school to coordinate services to eligible youth. It is anticipated that while the youth will work with the school counselor there may be a need for services provided by the Project MOVE office. When this need arises the school counselor will coordinate closely with the Project MOVE counselor.

Program Operation and Performance

The Winters Joint Unified School District will designate a staff person to oversee the program. That staff person will be responsible for developing job sites, making referrals to the school counselor and providing employment opportunity information. This staff person will also maintain the participants file in an orderly manner and monitor attendance closely. In addition, each youth will be provided with copies of Winters' staff developed job descriptions and Employability Development Plans. At least every 60 days every participants progress will be reviewed and documented. It is expected that most of the youth will be transferred to the Summer Youth Employment Program (SYEP).

Academic Credit

It is anticipated that at least some of the youth participating in the In-School Youth Program will receive academic credit for their participation. Standard guidelines for all youth will be used to determine eligibility for academic credit.

Significant Segment Goals

Reserved.